

**MEMORANDUM OF COOPERATION**

**ON ENERGY TRANSITION**

**BETWEEN**

**THE MINISTRY OF ECONOMY, TRADE AND INDUSTRY OF JAPAN**

**AND**

**THE MINISTRY OF ENERGY OF THE REPUBLIC OF CHILE**

**THE MINISTRY OF ECONOMY, TRADE AND INDUSTRY OF JAPAN AND THE MINISTRY OF ENERGY OF THE REPUBLIC OF CHILE** (hereinafter referred to collectively as the “Participants” and individually as a “Participant”);

**RECOGNIZING** the excellent and close relationship between Japan and Chile and the long-standing friendship between the peoples of the two countries;

**SEEKING** to strengthen energy cooperation between both countries;

**CONVINCED** of the importance of global energy transition to shift towards the energy transition era, and aspiring to realize opportunities of technology development and human capital development in the two countries;

**TAKING** into consideration the two countries’ common commitment to an economic, industrial and social sustainable development; and

**REALIZING** such cooperation and development can be obtained by the Participants through the implementation of this Memorandum of Cooperation (hereinafter referred to as this “MoC”),

**HAVE SHARED** the following recognitions:

#### **I. OBJECTIVE**

This MoC is to promote cooperation on energy between the Participants to advance sustainable development on the principles of equality and mutual benefits.

#### **II. AREAS OF COOPERATION**

The Participants will cooperate in the following areas to contribute to the energy transition in both countries:

1. Renewable energy, energy efficiency and energy management, including the use of energy storage;
2. Renewable and low carbon hydrogen, ammonia and derivatives such as e-fuels; and
3. Any other areas of energy cooperation, to be determined by the Participants;

#### **III. FORMS OF COOPERATION**

Cooperation activities between the Participants under this MoC may be performed in the following forms:

1. Training, skill development, exchange of expertise and building prospective capacities in energy planning and development; including public and private sector, academia and research centers;
2. Technology development related to the entire value chain including decarbonization of thermal power generation;

3. Any other forms of cooperation to be determined by the Participants.

#### **IV. IMPLEMENTATION**

- (a) To coordinate the cooperation under this MoC, the Participants will establish Japan – Chile Energy Policy Dialogue (hereinafter referred to as “JCEPD”) as a high-level official meeting consisting of representatives of the Participants and related organizations.
- (b) JCEPD will identify joint projects for implementation by the public or private sectors, work out a comprehensive long-term program of cooperation and interaction, and recommend support measures by the Participants necessary for the successful realization of such projects.
- (c) The agenda, time and place of the meetings of JCEPD will be determined by the Participants.

#### **V. FINANCIAL ARRANGEMENTS**

- (a) The Participants recognize that the completion of activities under this MoC is subject to the availability of their respective resources.
- (b) Each Participant will bear its own expenses in connection with the application of this MoC, and neither Participant should be liable for any financial compensation or contribution to the other Participant concerning this MoC.

#### **VI. CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS**

- (a) The Participants will ensure that the data and information provided to each other, including the result of activities implemented under this MoC, are not transferred or supplied to a third party without the prior written consent of the Participants, unless required by their respective national law or by competent authorities in their respective country.
- (b) The Participants will not use information or documents exchanged under this MoC for any purposes other than the intended purposes of this MoC and in line with what has been mutually decided upon the signing of this MoC, and will not transfer such information or documents to a third party without the prior written consent of the other Participant, unless required by their respective national law or by competent authorities in their respective country.
- (c) Any intellectual property brought by one Participant for the implementation of this MoC will remain the property of that Participant.
- (d) Any intellectual property rights resulting from activities for the implementation of this MoC will be handled in line with a separate arrangement to be formulated between the Participants and/or their involved entities.

#### **VII. STATUS OF THE MEMORANDUM OF COOPERATION**

- (a) This MoC is not an international treaty or any other legally binding document and, thus, does not create any rights or obligations for the Participants regulated by

international law, or to enter into business relationship, or as a creating any partnership or any other legal entity between the Participants.

- (b) Any differences or disagreement between the Participants arising out of the interpretation or application of this MoC will be settled in an amicable manner between the Participants through mutual consultations on the basis of mutual understanding and goodwill, without reference to any third party, court, tribunal or any other forum.
- (c) The Participants intend to conduct activities under this MoC in accordance with respective domestic laws and regulations.

**VIII. MISCELLANEOUS**

- (a) Any Participant may request in writing a revision to the other Participant of this MoC.
- (b) Any revision determined by the Participants will be in writing and will form a part of this MoC.
- (c) This MoC will commence on the date of the receipt by the Ministry of Economy, Trade and Industry of Japan of the written notification from the Ministry of Energy of the Republic of Chile of the completion of necessary domestic procedures for the commencement of this MoC, and will continue for a period of five (5) years.
- (d) This MoC will be extended automatically for the same period, unless one Participant notifies the other six (6) months in advance of its intention to terminate this MoC.
- (e) Termination of application of this MoC will not affect the cooperation activities, programs and projects, initiated under this MoC, or already in progress until their completion, unless otherwise determined by the Participants.

SIGNED at Tokyo, on the 28 April 2023.

For the Ministry of Economy, Trade and  
Industry of Japan

For the Ministry of Energy of the  
Republic of Chile

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(H.E. Mr. NAKATANI Shinichi)  
State Minister of Economy, Trade and  
Industry

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(H.E. Mr. Diego Pardow Lorenzo)  
Minister of Energy