

MEMORANDUM OF COOPERATION
ON HYDROGEN, AMMONIA AND DERIVATIVES
BETWEEN
THE MINISTRY OF ECONOMY, TRADE AND INDUSTRY OF JAPAN
AND
THE MINISTRY OF CLIMATE, ENERGY AND UTILITIES OF THE KINGDOM OF DENMARK

1. PARTICIPANTS OF THE MEMORANDUM OF COOPERATION

1.1 This Memorandum of Cooperation (hereinafter referred to as the "**MoC**") is made between the Ministry of Economy, Trade and Industry of Japan and the Ministry of Climate, Energy and Utilities of the Kingdom of Denmark (hereinafter referred to individually as a "**Participant**" and collectively as the "**Participants**"). The Participants appoint relevant agencies as implementing agents for the cooperation. The Danish Participant has appointed the Danish Energy Agency, whereas the Japanese Participant has appointed the Agency for Natural Resources and Energy of Japan.

2. BACKGROUND

- 2.1 Over the next few decades, the world is expected to make an energy transition to a low carbon economy and to significantly reduce its reliance on fossil fuels.
- 2.2 The Participants have a strong shared interest in developing cooperative relationships that will support the Participants in the deployment of clean hydrogen and ammonia in the context of the clean energy transition and of strengthening energy security.
- 2.3 The Participants have announced hydrogen strategies respectively to accelerate efforts towards the clean energy transition, and anticipate multiple opportunities for cooperation in the fields of hydrogen, ammonia and derivatives.
- 2.4 This MoC will be built on the Strategic Partnership for Growth and Innovation between the Government of Japan and the Government of the Kingdom of Denmark, which was established on March 2014.

3. PURPOSE AND SCOPE

- 3.1 The intended purpose of this MoC is to support the Participants' cooperation with respect to developing a sustainable and affordable hydrogen, ammonia and derivatives supply chain, including production of clean hydrogen and ammonia as a key element of this chain.
- 3.2 This MoC will provide a framework within which detailed proposals for programmes of cooperation between the Participants can be developed.
- 3.3 The Participants will endeavour to encourage and facilitate, as appropriate, the advancement of coordination and cooperation between their respective governments, industry and research agencies.

4. APPROACH

- 4.1 In order to pursue the objectives of this MoC, the Participants will encourage exchanges of experts, knowledge, experiences and creation of the relevant support programmes. In particular, the Participants intend to take the following actions:
 - 1) facilitation of personnel exchange amongst officials, scientific bodies, academic institutions and exchange of information on policy in order to create an industry for hydrogen, ammonia and derivatives;
 - 2) cooperation on development of clean hydrogen, ammonia and derivatives production technologies;
 - 3) cooperation on cost reduction, in the middle and long term, in order to make hydrogen, ammonia and derivatives competitive with other fuels and energy carriers;

- 4) cooperation toward creation of an international supply chain of hydrogen, ammonia and derivatives;
- 5) cooperation towards initiatives to spread hydrogen, ammonia and derivatives technologies utilization policies throughout the world;
- 6) cooperation on exchanging information and the sharing of best practice to coordinate alignment of regulations, standards and certification to expand demand and supply of hydrogen, ammonia and derivatives;
- 7) cooperation on implementing hydrogen, ammonia and derivatives technologies in the energy, and transport sectors, hydrogen use to support decarbonisation of industry as well as distribution and storage;
- 8) cooperation in production and deployment of electrolysers and hydrogen fuel cells in energy, transport and industry;
- 9) sharing information on the safety of hydrogen and ammonia to enable safe and sustainable production, delivery, storage and infrastructure operation; and
- 10) other areas that may be confirmed by the Participants.

5. CONFIDENTIALITY

- 5.1 The Participants ensure that any data and information or documents provided to each other under this MoC, including the result(s) of joint research carried out under this MoC, may not be transferred or supplied to any third person without prior written consent of the other Participant.
- 5.2 The Participants may not use the data, information or documents exchanged under this MoC for any purpose other than those set out in this MoC. The Participants may not transfer the data, information or documents to any third person without prior written consent of the other Participant.
- 5.3 The Participants acknowledge that certain information may not be able to be provided under this MoC, for example on the basis that the data, information or document was received by a Participant in confidence, or in order to protect the privacy of individual persons.
- 5.4 The Participants ensure that any caveat or security restriction that appears on a document or that is used in relation to information should be retained in any subsequent use or disclosure.

6. RESOLUTION OF DIFFERENCES

- 6.1 If any issues arise concerning the implementation or interpretation of the contents of this MoC, the Participants endeavour to settle them amicably through mutual consultation, promptly and in good faith. The Participants may not refer any such issue to any national or international tribunal or third person for settlement.

7. MISCELLANEOUS

- 7.1 This MoC does not create any legally-binding and/or financial rights and obligations between the Participants or in relation to any third person under domestic or international law.
- 7.2 This MoC does not constitute an obligation to provide funding for any separate or joint work by the Participants.
- 7.3 The Participants will bear their own expenses related to the implementation of the purpose of this MoC unless otherwise confirmed by the Participants.
- 7.4 The cooperation under this MoC commences on the date, when it has been signed by both the Participants. This MoC may be reviewed and revised in writing as mutually determined by the Participants.
- 7.5 This MoC may be terminated at any time by either Participant, provided that a Participant wishing to terminate should provide a notice in writing to this effect three at least (3) months in advance. The Participants intend that matters in paragraphs 5.1 and 5.2 survive termination of this MoC.

The Participants have signed this MoC in two original copies of which each Participant has received one copy.

SIGNATURES

For the Ministry of Economy, Trade and
Industry of Japan

For the Ministry of Climate, Energy and Utilities
of the Kingdom of Denmark

Nishimura Yasutoshi
Minister

Lars Aagaard
Minister

October **24th, 2023.**

October **19th, 2023.**