

**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 BULGARIA**

**The Ministry of Economy, Trade and Industry of Japan and the Ministry of Energy of the Republic of Bulgaria**, hereinafter referred to collectively as the “Participants” and individually as a “Participant”;

**RECOGNIZING** the excellent and close relationship between Japan and Republic of Bulgaria and the longstanding 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;

**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”); and

**TAKING** into consideration the commitments of the Republic of Bulgaria as a member state of the European Union,

**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 and taking into account the common interests and objectives of both countries.

The Participants will support the effort of their respective energy institutions and companies in order to promote cooperation in the field of energy.

## **II. AREAS OF COOPERATION**

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

1. Encouraging the involvement and participation of qualified companies of each of the countries in energy projects taking place in the any of the countries, including but not limited to the field of hydro power with regards to the Chaira Pumped Storage Hydro Power Plant (Chaira PSHPP), utilizing Japanese technologies of equipment designing, its production, and installation, while at the same time utilizing Bulgarian technologies and knowledge of civil work;
2. Encouraging the cooperation in the field of natural gas in the context of the security of energy supplies and diversification;
3. Encouraging and exploring the potential for cooperation in the field of nuclear energy;
4. Other areas in the field of energy that may be further determined by the Participants.

## **III. IMPLEMENTATION**

Cooperation activities between the Participants under this MoC may be performed in the forms to be determined by the Participants.

## **IV. FINANCIAL MATTERS**

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

## **V. 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 laws or by competent authorities in their respective countries.
- (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.
- (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 written consent to be formulated between the Participants and/or their involved entities.

## **VI. 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 between the Participants arising out of the interpretation or implementation 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 line with respective domestic laws and regulations.

## **VII. MISCELLANEOUS**

- (a) This MoC will come into effect on the date of its signature by the Participants and will remain in effect for period of five (5) years. This MoC will be automatically extended thereafter every five (5) years, unless one of the Participants notifies the other of not wishing to extend this MoC in writing three (3) months prior to the discontinuation of the current term of this MoC.
- (b) Any Participant may request in writing a revision to the other Participant of this MoC.
- (c) Any revision determined by the Participants will be in writing and will form a part of this MoC.

SIGNED in Tokyo, on 5<sup>th</sup> September 2024. The Participants have signed this MoC in two original copies in the English language of which each Participant has received one copy.

## **SIGNATURES**

For the Ministry of Economy, Trade and  
Industry of Japan

For the Ministry of Energy of the Republic of  
Bulgaria

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Saito Ken  
Minister

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Vladimir Malinov  
Minister