

## MEMORANDUM OF UNDERSTANDING

BETWEEN

THE DEPARTMENT OF ENERGY OF THE UNITED STATES OF AMERICA

AND

THE MINISTRY OF HIGHER EDUCATION AND SCIENCE, THE MINISTRY OF CLIMATE, ENERGY AND UTILITIES, and INNOVATION FUND DENMARK OF THE KINGDOM OF DENMARK

The Department of Energy of the United States of America (DOE) and the Ministry of Higher Education and Science, the Ministry of Climate, Energy and Utilities, and Innovation Fund Denmark of the Kingdom of Denmark, referred to jointly as Participants and individually as Participant;

Recognizing their common interest in harnessing science and technology to generate energy and economic growth;

Considering the strategic role of advanced research into energy solutions;

Recognizing the importance of harnessing energy resources to generate affordable, sustainable solutions for energy supplies and economic growth;

Wishing to promote mutually beneficial cooperation in science and technology, energy research, and innovative solutions that can be commercialized;

Expressing support for research and development and innovative solutions that benefits citizens, demonstrates respect for all stakeholders, and is rooted in integrity demonstrated by shared commitment to foundational scientific values and principles such as reciprocity, meritocracy, openness, and transparency; and

Taking into consideration all existing agreements between the United States of America and the Kingdom of Denmark,

Have reached the following understanding:

### SECTION 1- OBJECTIVES

The objective of this Memorandum of Understanding ("MOU") is to establish a framework for cooperative activities to enhance the mutually beneficial understanding of energy resources, including potential for future research, development, demonstration, up-scaling, deployment, commercialization, and related technologies.

### SECTION 2- AREAS OF COOPERATION

Initial areas of planned cooperation under this MOU may include:

- Transport fuels, including hydrogen fuel cell and Power-to-X;
- Wind Energy;
- Energy efficiency in buildings and industry;

- Energy systems, including integration of wind power, solar PV and thermal power flexibility;
- Digital and quantum technologies supporting research and development that could, for example, enable new clean energy modalities, grid optimization, materials, and complex simulation and data optimization challenges;
- Advanced physics, including cooperation in the fields of
  - neutrino science and related to the Deep Underground Neutrino Experiment at the Long-Baseline Neutrino Facility,
  - Electron-Ion Collider related activities and neutrinoless double beta decay experiments,
  - neutron scattering and related to the European Spallation Source and the Spallation Neutron Source, including data management and analysis, and
- Fossil Energy best practices.

Additional areas of cooperation under this MOU may be determined by mutual consent of the Participants, in writing.

### SECTION 3 – FORMS OF COOPERATION

Forms of cooperation to accomplish the goals of this MOU may include, but are not limited to, the following:

- a. Exchanges and/or sharing of information, documentation, laws and regulations, and scientific and technical practices,
- b. Intergovernmental and international visits and exchanges involving policymakers, regulators, staff at academic institutions and businesses, incubators and accelerators, and technical experts, PhD students, or other appropriate personnel;
- c. Joint organization of and participation in seminars, workshops, videoconferences, webinars, and meetings to share information and practices;
- d. Cooperative research, innovation and demonstration projects, joint calls, joint studies, and joint training;
- e. Evaluation of effectiveness of activities; and
- f. Other modalities of cooperation taking into consideration the provisions of this MOU.

#### SECTION 4 – MANAGEMENT

Each Participant intends to designate a senior official as "coordinator" to supervise and coordinate the planning, performance, evaluation, and approval of cooperative activities under the MOU. The Ministry of Higher Education and Science, the Ministry of Climate, Energy and Utilities, and Innovation Fund Denmark each intends to provide a coordinator for the contribution of Danish knowledge and experience related to this MOU. Depending on the area and form of collaboration the Danish coordinators are to decide internally, which ministry is to coordinate with regulators and officials in other relevant Danish Ministries, agencies, authorities, and institutions. DOE intends to provide the coordinator for the contribution of U.S. knowledge and experience related to this MOU, and to coordinate with regulators and officials in relevant U.S. agencies and authorities.

The designated coordinators should meet annually and/or when relevant to discuss actions to implement the objectives of this MOU. After such meetings the Participants intend to exchange the decisions and plans made in writing. The Participants may be required to document the performance of the co-operative activities.

#### SECTION 5 – COOPERATION WITH OTHER ENTITIES

The Participants may, consistent with their respective policies, request the support and participation of other entities, including other levels of government, funding agencies, non-governmental organizations, the private sector, and scientific-academic institutions.

In such cases, the Participants intend to decide together with the involved entities, if conduct of the desired activity requires a separate written arrangement, as described in Section 7.

The Participants recognize the importance of regular cooperation through multilateral and international forums and the need to coordinate cooperation between themselves to ensure that all cooperation is mutually supportive and avoids duplication.

The Participants may explore opportunities for technical cooperation on energy-related matters under this MOU between themselves and non-participant countries selected by mutual decision. Such cooperation may include involvement in initiatives of relevant international organizations and programs such as Horizon Europe.

#### SECTION 6 - COSTS

Each Participant is to assume its own costs associated with the conduct of cooperative activities under this MOU, except as otherwise determined by the Participants in a separate writing.

Implementation of this MOU is subject to available funding, personnel, and other resources.

## SECTION 7 – RELEASE AND SHARING OF INFORMATION

The Participants do not expect activities under this MOU to result in the creation or transfer of intellectual property or confidential information. However, if the Participants determine that a particular cooperative activity may lead or has led to the creation of information of commercial value and/or intellectual property results or requires the sharing of confidential information, the Participants intend to consult with each other and make appropriate written arrangements for the protection and allocation of such intellectual property and inventions, or the sharing of confidential information.

Furthermore, if the Participants desire to engage in any collaborative research, innovation, and demonstration projects that involve public funding agencies, private foundations, academic institutions, and businesses or equivalent, the Participants intend to enter into appropriate written arrangements with such additional entities regarding the sharing of the potential output, intellectual property, and commercial value in accordance with applicable national laws, regulations, and policies.

Each Participant intends to share with the other Participant all non-proprietary data or results produced by the collaborative activities under this MOU. Subject to applicable laws and regulations of its country, each Participant may disseminate information, data, and reports of the coordination carried out under this MOU. The Participants understand that cooperative activities under this MOU are considered by the Participants to facilitate the exchange of information only, and not to provide advice or consultancy.

## SECTION 8 – ENTRY AND EXIT REQUIREMENTS

- a. Each Participant intends to make best efforts to assist the other Participants' personnel with the host country's applicable entry and exit procedures, in coordination with responsible national authorities, where needed for the completion of cooperative activities under this MOU.
- b. Each Participant is to be solely responsible for its own personnel in relation to matters such as visa and travel formalities, appropriate insurance (medical insurance and medical evacuation and repatriation insurance), travel expenses, and suitable living accommodation and expenses.
- c. The Participants understand that the personnel they each assign to participate in cooperative activities are to remain employees of, and under the direction and control of, the sending Participant.



## SECTION 9 – GENERAL CONSIDERATIONS

- a. Each Participant is to conduct activities under this MOU in accordance with applicable laws, regulations, and policies to which it is subject.
- b. Nothing in this MOU is intended to affect the Participants' rights and obligations under any international agreements.
- c. This MOU represents an understanding between the Participants and does not create any legally binding obligations between the Participants.

## SECTION 10 – COMMENCEMENT, MODIFICATION, AND DISCONTINUATION

Cooperative activities under this MOU may commence upon signature of the Participants and continue for five (5) years from this date. The MOU may be extended for additional periods or modified by mutual written consent of the Participants.

The Participants may discontinue collaborative activities under this MOU at any time by mutual written consent. Alternatively, a Participant that wishes to discontinue its participation in this MOU should endeavor to provide at least six (6) months advance written notice to the other Participant.

Signed in duplicate.

**FOR THE DEPARTMENT OF ENERGY  
OF THE UNITED STATES OF AMERICA:**

Signature

Date

Place

**FOR THE MINISTRY OF HIGHER EDUCATION  
AND SCIENCE OF THE KINGDOM DENMARK:**

Signature

Date

Place

**FOR THE MINISTRY OF CLIMATE, ENERGY  
AND UTILITIES OF THE KINGDOM OF DENMARK:**

Signature

Date

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**FOR THE INNOVATION FUND DENMARK OF  
THE KINGDOM OF DENMARK:**

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