



**Memorandum of Understanding
between
the International Energy Agency
and
the International Partnership for Hydrogen and Fuel Cells in the Economy**

WHEREAS the International Energy Agency (**IEA**) is an international organisation within the framework of the Organisation for Economic Co-operation and Development (OECD) providing data, analysis and solutions on all fuels and all technologies and helping governments, industry and citizens make good energy choices working towards a secure, sustainable future for all;

WHEREAS the International Partnership for Hydrogen and Fuel Cells in the Economy (**IPHE**) is a global intergovernmental partnership with the aim to facilitate and accelerate the transition to clean and efficient energy and mobility systems using hydrogen and fuel cell technologies across applications and sectors by working and sharing information with various stakeholder groups, including policymakers, industry, and the public;

WHEREAS IEA and the IPHE share common objectives to support sustainability goals and objectives such as the implementation of the Paris Agreement, and contributing to the achievement of SDG 7 by 2030; and

WHEREAS it is in the mutual interest of IEA and the IPHE to cooperate in the pursuit of their common objectives and to draw on their respective strengths and complementary functions while avoiding duplication of efforts and maximising output,

NOW THEREFORE IEA and the IPHE (hereinafter referred to individually as a "Party" and collectively as the "Parties"), based on mutual trust and in a spirit of cooperation, hereby agree as follows:

Article I
Purpose

The purpose of this Memorandum of Understanding (**MoU**) is to provide a framework for cooperation between the Parties for the implementation of activities of mutual interest.

Article II **Areas of Cooperation**

1. The Parties agree to cooperate in the **exchange of know-how, and best practice on topics of mutual interest**, through regular communications, planned expert workshops and information and data sharing.
2. Topics of mutual interest may include but are not limited to:
 - a. governments' hydrogen strategies and plans;
 - b. policy and regulation insight – existing and planned policies and regulations affecting the whole hydrogen value chain;
 - c. hydrogen technology development;
 - d. internationally-recognised emissions quantification methodologies;
 - e. technical and safety standards;
 - f. trade and supply-chain development;
 - g. Business intelligence and project information from key markets;
 - h. R&D intelligence; and
 - i. outreach and engagement with a broad range of stakeholders, public and private.

Information will be shared to the extent possible and subject to confidentiality agreements with other organisations.

3. The list of topics included in paragraph 1 of Article II is not exhaustive and may be supplemented at any time with other areas of cooperation agreed in writing by the Parties.

Article III **Implementation of the MoU**

1. The Parties will maintain a close working relationship to implement the cooperation envisaged under this MoU. The Parties will keep each other informed of relevant activities pertaining to their cooperation and will hold regular consultations to evaluate their progress in the implementation of this MoU.
2. Any joint projects or other activities under this MoU that involve the commitment of funds or other resources by either Party shall be reflected in separate written agreements between the Parties.
3. Where appropriate, the Parties may invite each other to send observers to meetings or conferences convened by them or under their auspices in which, in



the opinion of either Party, the other Party may have an interest. Invitations shall be subject to the standard procedures applicable to such meetings or conferences.

4. A Party may invite the other Party to peer review its report work, for example the IEA may ask IPHE to peer review its Global Hydrogen Review publication.
5. Where appropriate and subject to payment by IPHE of any related costs, IEA may provide IPHE with access to the IEA's general services, such as office space and meeting rooms, if required.
6. This MoU sets out a general framework for cooperation between the Parties and does not commit either Party to provide funds to the other Party for any project or activity under the MoU or to enter into any contract, agreement, or other financial obligation. Implementation of all activities in under this MoU are subject to the availability of funding, personnel and other resources.

Article IV **Communication and Focal Points**

1. Any notices required by this MoU shall be given in writing and delivered to the the following focal points designated by the Parties who will serve as primary contact points under this MoU:

For IEA:

Timur Gül
Head of IEA's Energy Technology Policy Division
timur.guel@iea.org
9 rue de la Fédération, 75739 PARIS Cedex 15, FRANCE

For IPHE:

Tim Karlsson
Executive Director of the IPHE Secretariat
tim.karlsson@iphe.net
1483 Homer Street, VANCOUVER, CANADA



Article V
Use of Name and Emblem

1. Neither Party will use the name or any abbreviation thereof, emblem, insignia or trademarks of the other Party, in connection with its business or otherwise without the express prior written approval of the other Party in each case.
2. The Parties will consult with each other in advance concerning any press release or public statement relating to this MoU or its implementation.

Article VI
Privileges and immunities

Nothing in this MoU shall be deemed to be a waiver, express or implied, of any of the privileges and immunities of IEA and/or of IPHE.

Article VII
Settlement of disputes

This MoU is intended to provide an overall framework for the Parties to explore collaborative activities and is not intended to create any legally enforceable obligation or commitment. The Parties accordingly undertake to exercise good faith consultations and negotiations and will endeavour to amicably settle any dispute between them arising out of or in connection with this MoU.

Article VIII
Entry into Force and duration

This MoU will enter into force upon signature by the duly authorised representatives of both Parties and shall remain in force for three (3) years. It may be renewed for one additional three (3) year term by mutual written agreement of the Parties at least one (1) month before the expiry date.

Article IX
Termination

Notwithstanding Article VIII, this MoU may be terminated by mutual written agreement of the Parties or by either Party giving the other Party three (3) months' prior notice in writing. In any such event, the Parties shall take all necessary action as required to



promptly and orderly terminate any on-going activities under this MoU and will consult with each other to determine the appropriate action to be taken under any separate agreement between the Parties (referred to in paragraph 2 of Article III).

Article X **Amendments**

This MoU may only be modified by a written agreement signed by duly authorized representatives of the Parties.

Article XI **General Provisions**

1. The Parties acknowledge that the activities under this MoU may result in a product subject to intellectual property rights. In this regard:
 - a. the Parties agree to negotiate and agree upon appropriate intellectual property provisions in each case, based on the nature of the activity and the financial and/or intellectual contribution made by each Party, and, if necessary, set out the intellectual property provisions in a separate written agreement; and
 - b. each Party shall retain ownership of the intellectual property rights in any of its respective existing materials or work product that is shared with the other Party in connection with the activities under this MoU.
2. The Parties acknowledge that this MoU shall not be construed to interfere in any way with the independent decision-making autonomy of the Parties with regard to their own respective affairs and operations. Each Party is recognised to be separate and independent from each other and neither Party has the authority to act on behalf of the other, unless specifically agreed in writing. As such, each Party retains its own identity and each Party is responsible for establishing its own policies, regulations, rules and procedures.
3. The cooperation between the Parties under this MoU shall be non-exclusive and the MoU does not restrict either Party's individual interactions with third parties.

Signed in two (2) originals in the English language on the date(s) set forth below:

For the IEA



Dr Fatih Birol
Executive Director

Date: 29.10.2021

For the IPHE



Noé van Hulst
Chair

Date: 29/10/2021