

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

**WHEREAS**, the International Renewable Energy Agency (IRENA) is the global intergovernmental organisation mandated to promote the widespread and increased adoption and sustainable use of all forms of renewable energy and to support countries in their transition to a sustainable energy future;

**WHEREAS**, the International Partnership for Hydrogen and Fuel Cells in the Economy (IPHE) is a global intergovernmental initiative of member government entities committed to working collaboratively based on the IPHE Terms of Reference, 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**, IRENA 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 IRENA and the IPHE to cooperate in the pursuit of their common objectives to accelerate the transition to clean and efficient energy and mobility systems using hydrogen and fuel cell technologies and to draw on their respective strengths and complementary functions while avoiding duplication of efforts and maximising output.

**NOW THEREFORE**, IRENA 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**

2.1 The Parties agree to cooperate in the following areas:

- a) Exchange of know-how and best practice through public-private dialogue, through regular communications, planned expert workshops and information and data sharing, any such exchange being subject to the Parties' applicable regulations, rules and policies.

Topics of mutual interest may include among others:

- Scaling up hydrogen across the energy system
- Electrolysers - cost and volume roadmaps
- Internationally-recognised emissions quantification methodologies and certification for hydrogen and fuel cells
- Technical and safety standards for hydrogen and fuel cells
- Trade and supply chain development for hydrogen
- Business intelligence and project information from key markets relating to hydrogen and fuel cells
- Policy and regulation insight – existing and planned policies and regulations for hydrogen production and consumption
- Intelligence on research and development on hydrogen and fuel cells from leading organisations
- Outreach and engagement with a broad range of stakeholders, public and private related to hydrogen activities

b) Exchange of information and data on hydrogen and fuel cells, including:

- Workshop to discuss main hydrogen-related assumptions used by both parties' studies and scenarios.
- Access to data gathered and used by IPHE to convey latest developments in fuel cell and hydrogen production, transportation, and use.
- Data on costs and performance on hydrogen, as well as on key areas of ongoing innovation.
- Giving consideration to peer-review each other's reports and papers, subject to the Parties' availability of resources, and in compliance with any terms and conditions that may be imposed by them for this purpose.
- Updates in the area of data modelling tools related to hydrogen.

c) Communications:

- Consider jointly-prepared communication material between the Parties under the umbrella of the Collaborative Framework on Green Hydrogen to communicate about the partnership between IRENA and IPHE and its objectives, progress and results.
- Ongoing mutual sharing of appropriate news and other updates.

2.2 The list included in the preceding paragraph is not exhaustive and may be supplemented at any time with other areas of cooperation that may be identified by the Parties.

### **Article III**

#### **Implementation of the MOU**

3.1 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.

3.2 Implementation of this MOU does not preclude either Party from cooperating and engaging formally and informally with other initiatives and organisations and, in fact, an expected outcome will be to more effectively engage across these international organisations and initiatives to reduce duplication of effort and lever expertise to meet common objectives.

3.3 Any joint projects or other activities generated from this MOU that involve the commitment of funds or other resources shall be the subject of separate written agreements, which shall address, *inter alia*, the financial arrangements, liability, dispute settlement, intellectual property rights related to the activities.

3.4 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 procedures applicable to such meetings or conferences.

3.5 This MOU sets out a general framework for cooperation between the Parties and does not commit either Party to provide funds for the other Party or for any project or activity.

3.6 All activities in pursuance of the objectives of this MOU are subject to the availability of funding.

### **Article IV**

#### **Communication and Focal Points**

4.1 Any notice, request or other communication required or made under this MOU shall be in writing and shall be deemed duly and properly given if and when sent by hand, certified mail, overnight courier, or email to the addresses of the following focal points, or at such other addresses as the Parties shall specify in writing. The Parties hereby designate the following focal points who will serve as primary contact points under this MOU:

For IRENA:  
Barbara Jinks, Programme Officer, green gas delivery and end use  
bjinks@irena.org

For IPHE:  
Tim Karlsson, Executive Director, IPHE Secretariat  
tim.karlsson@iphe.net

4.2 A notice delivered by email, when related to the amendment, renewal or termination of this MOU, shall be deemed to have been received when the recipient acknowledges receipt of such notice by an email or other form of written notice to the sender in accordance with paragraph 4.1 of this Article.

#### **Article V** **Use of Name and Emblem**

5.1 Neither Party shall use the name or any abbreviation thereof, or the emblem, insignia or trademarks of the other Party, its subsidiaries, and/or affiliates, in connection with its business or otherwise without the express prior written approval of the other Party in each case.

5.2 The Parties shall 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 IRENA, or of IPHE.

#### **Article VII** **Settlement of disputes**

The Parties shall endeavour to settle amicably any dispute between them concerning the interpretation or application of this MOU.

#### **Article VIII** **Liability**

Each Party shall be responsible for its acts and omissions in connection with this MOU and its implementation unless agreed otherwise by either Party under a separate agreement concluded pursuant to Article III, paragraph 3.2 hereof.

**Article IX**  
**Entry into Force and duration**

This MOU enters into force upon signature by the duly authorised representatives of both Parties and shall remain in force for 3 years. It will renew automatically for successive periods of 3 years unless either Party gives written notice to the other, not less than thirty days before the expiry of the then current term, of its intention not to renew the MOU.

**Article X**  
**Termination**

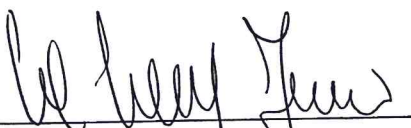
This MOU may be terminated by mutual written agreement of the Parties or by either Party giving the other Party three months' prior notice in writing.

**Article XI**  
**Amendments**

This MOU may only be modified by a written amendment hereto signed by duly authorized representatives of the Parties.

**IN WITNESS WHEREOF**, the Parties have signed this MOU in two (2) originals in the English language on the date set forth below:

**For IRENA**



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Francesco La Camera  
Director-General

Date: 5.10.2021

**For IPHE**



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Noé van Hulst  
Chair

Date: 5/10/2021