# MEMORANDUM OF UNDERSTANDING BETWEEN THE DANISH ENERGY AGENCY OF THE KINGDOM OF DENMARK AND THE CALIFORNIA ENERGY COMMISSION AND THE CALIFORNIA PUBLIC UTILITIES COMMISSION AND THE CALIFORNIA AIR RESOURCES BOARD OF THE STATE OF CALIFORNIA OF THE UNITED STATES OF AMERICA

The Danish Energy Agency, the California Energy Commission, the California Public Utilities Commission, and the California Air Resources Board of the State of California of the United States of America, hereinafter referred to as "the Participants," declare as follows:

**WHEREAS** Climate change represents an urgent and potentially irreversible threat to human societies, particularly the poor and vulnerable, as well as to the environment and global economy;

WHEREAS Denmark and California each have an ambition of reaching carbon neutrality by 2045, and a portfolio of climate actions to meet such targets, including decarbonization across industry sectors, and the acceleration of clean energy policy and innovation;

WHEREAS Denmark and California have an established history of formal engagement dating back to 2015, and have been working under the framework of an existing Memorandum of Understanding focused on energy efficiency and offshore wind, signed in 2023, and prior to that had separate agreements for each topic signed in 2020 and 2019:

**WHEREAS** Denmark has experience and history in developing offshore wind energy facilities, and California is assessing a range of considerations for deploying floating wind energy facilities off the coast of California;

**WHEREAS** Denmark has robust policies and programs to reduce energy consumption and greenhouse gas emissions from industry and buildings, and California, as the fourth largest economy in the world, has significant energy consumption and emissions from the industrial, commercial, and residential sectors;

**WHEREAS** Denmark and California have each committed to and believe projects developing hydrogen and carbon capture technologies are important to help reach overarching climate targets;

Therefore, the Participants have reached the following understanding:

#### SECTION I Objective

The purpose of this Memorandum of Understanding is to establish a flexible framework between the Participants in order to permit them to promote the sharing of knowledge, experiences, data, and best practices relevant to offshore wind energy and the decarbonization of the industrial, commercial, and residential sectors. In doing so, the Participants share the following common objectives:

- a) To advance collaboration to achieve carbon neutrality by 2045 through shared leadership in offshore wind development, industrial emissions reduction, and industrial and building energy efficiency.
- b) To support expert exchanges and stakeholder engagement that foster innovation, regulatory alignment, and equitable approaches to clean energy transitions.
- c) To enable structured cooperation through joint activities, workshops, and coordination on challenges and opportunities in energy transformation.
- d) To share regulatory approaches, data, and technical experience to streamline offshore wind permitting, enhance environmental safeguards, and reduce deployment risks.

## SECTION II Areas of Cooperation

The Participants intend to advance collaboration to achieve carbon neutrality through initiatives focused particularly on, but not limited to, the following areas of cooperation:

- a) Sharing knowledge and solutions about the constraints and challenges of planning, permitting, and constructing offshore wind energy facilities, including but not limited to:
  - Best practices and regulatory approaches to facilitate the deployment of offshore wind while reducing risks and costs. These include scientific models and mitigation measures to protect the environment, especially understanding the effects of offshore wind facilities on relevant environmental and biodiversity parameters;
  - ii. Impacts on commercial and recreational fishing industries and strategies to address those impacts;
  - iii. Supply chain issues, grid integration, and interconnection to optimize offshore wind deployment, and data on the benefits and impacts of offshore wind, including utilization of offshore wind power for producing green hydrogen and power-to-x;

- iv. Workforce development and port development requirements and management issues;
- v. Offshore wind procurement strategies and methodologies.
- b) Sharing knowledge and approaches to energy efficiency and decarbonization of the industrial sector, including but not limited to:
  - Industrial symbiosis, or the co-location of different industries to maximize energy, heat, water, and waste products;
  - ii. Low-carbon hydrogen generation pathways and potential new applications of hydrogen in high-temperature heating or chemical synthesis processes;
  - iii. Novel technologies and applications to decarbonize energy- and emissions-intensive processes, such as cement production, including but not limited to biogas, carbon capture and storage, and high temperature heat pumps.
- c) Sharing knowledge about the challenges and solutions to implementing energy efficiency and decarbonization measures in residential and commercial buildings, including but not limited to:
  - Developing new building performance standards and promoting lowcarbon appliances in new and existing buildings through regulatory and market-based approaches;
  - Energy efficient technologies for heating and cooling (e.g., heat pumps and ventilation systems), including the feasibility and availability of low global warming potential refrigerants in heating and ventilation equipment;
  - iii. Improving compliance with building energy codes and standards, both in new buildings and particularly in existing buildings, through benchmarking, labeling, and audits;
  - iv. Data-driven and digital approaches to promote energy efficiency and load flexibility.
- d) The cooperation could potentially be broadened to incorporate other areas of common interest. Such further initiatives would presuppose a joint decision by the Participants.

## SECTION III Coordination

The Participants respectively designate the Danish Energy Agency, the California Energy Commission, the California Public Utilities Commission, and the California Air Resources Board to establish the creation of an action plan to implement the objectives of this Memorandum of Understanding.

## SECTION IV Specific Activities

Specific activities to achieve the objectives of this Memorandum of Understanding for the key sectors and initiatives identified in Section II may include:

- a) Host study tours focused on one of the three priority areas;
- b) Develop staff-to-staff or public workshops on one of the three priority areas;
- c) Coordinate on participation at relevant international conferences, such as at the Council of Parties;
- d) Facilitate partnerships and communication with local and regional jurisdictions;
- e) Conduct a high-level status and planning meeting between respective Principals at least once every year to give guidance on the activities under this Memorandum of Understanding.

## SECTION V Points of Contact

The Danish Energy Agency will be represented by the Centre for Global Cooperation. The California Public Utilities Commission will be represented by the Deputy Executive Director for Energy and Climate Policy. The California Energy Commission will be represented by the Office of Governmental and International Affairs. The California Air Resources Board will be represented by the International Advisor or its successor position. These organizations will serve as the respective points of communication and information exchange, as well as any notice submitted under this Memorandum of Understanding.

#### SECTION VI No Legal Obligations, Rights, or Remedies

This Memorandum of Understanding is a voluntary initiative. It does not create any legally binding rights or obligations and creates no legally cognizable or enforceable rights or remedies, legal or equitable, in any forum whatsoever. In addition, commitments in this Memorandum of Understanding are not conditioned upon reciprocal actions by other Participants; each Participant retains full discretion over implementation of its

commitments in light of the Participant's individual circumstances, laws, and policies; and each Participant is free to terminate the Memorandum.

# SECTION VII Availability of Personnel and Resources

This Memorandum of Understanding does not involve the exchange of funds, nor does it represent any obligation of funds by either Participant. All costs that may arise from activities covered by, mentioned in, or pursuant to this Memorandum of Understanding will be assumed by the Participant who incurs them, unless otherwise expressly stated in a future written arrangement in accordance with applicable laws. All activities undertaken pursuant to this Memorandum of Understanding are subject to the availability of funds, personnel, and other resources of each Participant.

The personnel designated by a Participant for the execution of this Memorandum of Understanding will work under the orders and responsibility of that Participant and any other organization or institution to which the personnel already belongs, at all times maintaining any preexisting employment relationship only with that Participant and organization or institution, and not with any other Participant.

## SECTION VIII Compliance with Applicable Laws

This Memorandum of Understanding shall be construed consistent with all applicable laws, and activities undertaken in connection with this Memorandum of Understanding will be subject to, and shall be undertaken in a manner consistent with, all otherwise-applicable laws.

## SECTION IX Interpretation and Application

Any difference that may arise in relation to the interpretation or application of this Memorandum of Understanding will be resolved through consultations between the Participants, which will endeavor in good faith to resolve such differences.

## **SECTION X Final Provisions**

This Memorandum of Understanding is effective from the date of its signature for a 2-year period, unless renewed or extended by the Participants in the same manner that the Participants may otherwise modify this Memorandum of Understanding.

This Memorandum of Understanding may be modified at any time by mutual consent of the Participants. Any modification will be made in writing and specify the date on which such modification is to become effective.

Any of the Participants may, at any time, terminate this Memorandum of Understanding by providing a written notice to the other Participants. A Participant that intends to terminate this MOU will endeavor to provide notice of such termination to other

Participants 60 days in advance.

The termination of this Memorandum of Understanding will not affect when activities initiated while this Memorandum of Understanding is in effect will conclude, unless a Participant expressly states otherwise. A Participant that intends to terminate a previously initiated activity will endeavor to reach an understanding with the other Participant concerning such termination.

Signed in Copenhagen, Denmark, on June 17, 2025, in two original copies in English.

FOR THE DANISH **ENERGY AGENCY OF** THE KINGDOM OF DENMARK

**FOR THE** CALIFORNIA **ENERGY** COMMISSION OF THE STATE OF CALIFORNIA OF THE UNITED STATES OF **AMERICA** 

FOR THE CALIFORNIA PUBLIC UTILITIES **COMMISSION OF** THE STATE OF **CALIFORNIA OF** THE UNITED STATES OF **AMERICA** 

**FOR THE** CALIFORNIA AIR RESOURCES **BOARD OF THE** STATE OF **CALIFORNIA OF** THE UNITED STATES OF **AMERICA** 

Böttzauw

**Director General** 

**David Hochschild** Chair

Alice Reynolds President

Liane M. Randolph Chair