MEMORANDUM OF UNDERSTANDING FOR STRENGTHENING COOPERATION ON ENERGY EFFICIENCY POLICIES AND PRACTICES BETWEEN THE KINGDOM OF DENMARK AND THE CALIFORNIA ENERGY COMMISSION OF THE STATE OF CALIFORNIA

This Memorandum of Understanding (MOU) is entered into between the Government of the Kingdom of Denmark and the Government of the State of California, hereinafter jointly referred to as "the Participants."

Considering the strategic role of energy efficiency in addressing current global, national, regional, and local challenges related to reaching emission reduction targets outlined in the Paris Agreement, in the respective policies of California and Denmark, as well as the importance of energy efficiency for achieving sustainable energy use generally; and wishing to promote mutually beneficial cooperation on the exchange of best practices, development and use of state-of-the-art technologies as well as data-driven approaches to promote energy efficiency; the Participants have reached the following understandings:

Section 1
OBJECTIVE

The objective of this MOU is to promote a mutually beneficial relationship between the Participants in the field of energy efficiency, with a view to sharing knowledge, experiences, data, and best practices relevant to energy efficiency challenges.

Section 2
PRIORITIES OF COOPERATION

The following topics have been identified as high priority areas for cooperation between the Participants under this MOU:

1. Sharing knowledge and solutions of joint interest within energy efficiency across industrial sectors – as a point of departure, with a particular focus on energy intensive industries.

2. Discussing challenges and effective solutions associated with energy efficiency in residential buildings, including sharing best practices to meet new performance standards and exchanging ideas for regulatory, as well as market-based approaches to stimulate the adoption of new technology in existing and new housing units.

3. Should opportunities of common interest be identified in collaboration with other relevant stakeholders, the cooperation could potentially be broadened to incorporate other areas. Among these could be data-driven and digital approaches to promote energy efficiency across energy consumption areas, as well as collaborating on research and development initiatives in pursuit of innovative approaches to energy efficiency, including behavioral economic perspectives. Such further initiatives would presuppose a joint decision and identification of additional resource allocation.

Section 3

COOPERATIVE MECHANISMS AND IMPLEMENTATION

Cooperative mechanisms to accomplish the goals established by this MOU may include, but are not limited to:

1. Exchange of information, best practice and documentation.

2. Intergovernmental and international visits involving policymakers, regulators, institutions of higher education and research, and businesses.

3. Joint organization of and participation in seminars, workshops, and meetings to share information and practices, and to educate key stakeholders.

4. Identification and development of potential joint pilot or flagship projects involving application of state-of-the-art technologies.

5. Potential facilitation of research and development activities.

Each Participant will appoint relevant institutions as implementing institutions for the cooperation.

The Danish Party has appointed the Danish Energy Agency and the Danish Consulate General in Silicon Valley.

The Californian Party has appointed the California Energy Commission (CEC).

The Danish Energy Agency and the CEC will each appoint a focal point to assist and coordinate activities related to this MOU. The focal points for Denmark and California, respectively, will meet at regular intervals to assess the progress and, if possible, support the implementation of cooperative activities.

Section 4

ENCOURAGEMENT OF PARTICIPATION

Both Participants intend to encourage, as appropriate, non-governmental organizations, research institutions, businesses, and government institutions to participate in cooperative activities in further support of the objectives of this MOU.

Section 5

FINANCIAL OBLIGATIONS AND PERSONNEL

This MOU does not involve the exchange of funds, nor does it represent any obligation of funds by any of the Participants. All costs that arise from the activities under this MOU shall be assumed by the Participant who incurs them, unless otherwise stipulated pursuant to a future written agreement. All activities undertaken pursuant to the MOU are subject to the availability of each Participant's resources.

The personnel designated by the participants for the execution of this MOU shall work under the orders and responsibility of the organization or institution to which they belong, at all times maintaining their employment relationship with that organization or institution. Their work will not create an employer-employee relationship with any other organization or institution, so in no case shall that other organization or institution be considered as a substitute or joint employer of the designated personnel.

Nothing in this MOU represents a commitment of funds by either of the Participants.

Section 6
NO IMPLIED LIABILITY

The Participants understand that cooperative efforts and activities under this MOU are considered by the Participants to be facilitated exchange of information only, and not advice or consultancy.

Section 7
MODIFICATION PROCEDURE

This MOU may be modified at any time by the mutual written consent of the Participants.

Section 8
INTERPRETATION AND APPLICATION OF MOU

This MOU serves only as a record of the Participants intentions and does not constitute or create any legally binding or enforceable rights or obligations, expressed or implied.

Any dispute about the interpretation or implementation of the MOU should be resolved through consultations between the Participants.

Section 9
NOTICES

Any notice or other communication between the Participants under this MOU will be in writing and shall be addressed to:

For the State of California:
Name: Alana Sanchez
Title: International Relations Senior Advisor, California Energy Commission
Address: 1516 9th Street, Sacramento, California, USA 95814
Email: Alana.Sanchez@energy.ca.gov

For the Kingdom of Denmark:
Name: Bo Riisgaard Pedersen
Title: Energy Attaché/Consul, Consulate General of Denmark
Address: 299 California Avenue, #200, Palo Alto, California, USA 94306
Email: borped@um.dk

Section 10
FINAL PROVISIONS

This MOU is neither a contract nor a treaty.

This MOU is intended to be effective upon signature, and in effect for three years from the date of final execution. The MOU may continue to be in force for an additional two-year period if the Signatories so jointly decide.

Either Participant may discontinue this MOU by written notice to the other Participant. Discontinuation should take effect three months following the date of notification, and should not affect activities already under implementation.

Signed in San Francisco, California, on October 2, 2019, in duplicate, in the English language.

FOR THE GOVERNMENT OF THE KINGDOM OF DENMARK

KRISTOFFER BÖTTZAUW
DIRECTOR GENERAL
DANISH ENERGY AGENCY

FOR THE GOVERNMENT OF THE STATE OF CALIFORNIA

DAVID HOCHSCHILD
CHAIR
CALIFORNIA ENERGY COMMISSION