

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE DANISH ENERGY AGENCY OF THE KINGDOM OF DENMARK  
AND  
THE CALIFORNIA ENERGY COMMISSION OF THE STATE OF CALIFORNIA OF  
THE UNITED STATES OF AMERICA  
AND  
THE CALIFORNIA PUBLIC UTILITIES COMMISSION OF CALIFORNIA OF THE  
UNITED STATES OF AMERICA**

The Danish Energy Agency, the California Energy Commission, and the California Public Utilities Commission, hereinafter referred to as “the Participants,” agree 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 have an established history of formal engagement dating back to 2015, and are committed to bold climate action, decarbonization across industry sectors, and the acceleration of clean energy policy and innovation to advance the green transition;

**WHEREAS** Denmark and California 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 agreement 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 offshore 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 fifth largest economy in the world has significant energy consumption and emissions from the building, industrial, and agricultural sectors;

**WHEREAS** Denmark has committed to and invested in projects developing hydrogen and carbon capture technologies that may have applications in California to reduce emissions;

**WHEREAS** California and Denmark currently have a Memorandum of Understanding on energy efficiency and the development of offshore wind and wish to include the California Public Utilities Commission;

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 to promote sharing of knowledge, experiences, data, and best practices relevant to offshore wind energy and the decarbonization of the industrial and building sectors.

## **SECTION II**

### **Areas of Cooperation**

The Participants intend to cooperate on the following priority areas and common objectives:

- a) Sharing knowledge and solutions about the constraints and challenges of planning, permitting, and constructing offshore wind energy facilities, including but not limited to:
  - i. 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 fish habitat, marine mammals, migratory birds, and cultural resources;
  - ii. Impacts to commercial and recreation 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:
  - i. 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:
  - i. Developing new building performance standards and promoting low-carbon appliances in new and existing buildings through regulatory and market-based approaches;
  - ii. 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 of 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 Parties.

### **SECTION III Coordination**

The Participants respectively designate the Danish Energy Agency, the California Energy Commission, and the California Public Utilities Commission to establish the creation of an action plan to implement the objectives of this Memorandum of Understanding. The action plan will be reviewed and updated as necessary no less than once per year.

The Participants, by common consent, may seek the collaboration of third parties, including universities and other public and private academic institutions, non-governmental organizations, businesses, and local, state, or national government institutions whose activities may contribute to achieving the goals 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 a study tour at least once every two years focused on one of the three priority areas;
- b) Develop a staff-to-staff or public workshop on one of the three priority areas no less than once every 6 months;
- 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 to the activities under this Memorandum of Understanding.

## **SECTION V**

### **Points of Contact**

The Danish Energy Agency represented by Katrine Maria Lumbye the Chief Advisor for Energy Governance Partnerships. The California Public Utilities Commission represented by Leuwam Tesfai the Deputy Executive Director for Energy and Climate Policy. the California Energy Commission represented by Sarah Brady the Director of the Office of Governmental and International Affairs. These representatives will serve as the respective points of communication and information exchange, as well as any notice required to be 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, the pledges in this Memorandum of Understanding are not conditioned upon reciprocal actions by other Participants; each Participant retains full discretion over implementation of its pledges in light of the Participant's individual circumstances, laws, and policies; and each Participant is free to withdraw from 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 agreed 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 shall 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, who 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 until December 31, 2024, 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 shall be made in writing and specify the date on which such modification is to become effective.

Any of the Participants may, at any time, withdraw from this Memorandum of Understanding by providing a written notice to the other Participant(s). A Participant who intends to withdraw from this Memorandum of Understanding shall endeavor to provide notice of such withdrawal to other Participants 60 days in advance.

The termination of this Memorandum of Understanding shall not affect the conclusion of the cooperation activities that may have been initiated during the time this Memorandum of Understanding is in effect, unless the Participants mutually decide otherwise.

Signed in California and Denmark on August 13, 2024, in two original copies in English.

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



**Kristoffer Böttzauw  
Director General**

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



**David Hochschild  
Chair**

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



**Alice Busching Reynolds  
President**

