



Danish Energy  
Agency

## MEMORANDUM OF UNDERSTANDING

BETWEEN

THE DEPARTMENT OF COMMERCE OF THE STATE OF NORTH  
CAROLINA

AND

THE DANISH ENERGY AGENCY UNDER THE MINISTRY OF  
CLIMATE, ENERGY AND UTILITIES

ON

COOPERATION ON OFFSHORE WIND ENERGY AND RELATED  
SECTORS

This Memorandum of Understanding (MOU) is signed by and between the Department of Commerce of the State of North Carolina and the Danish Energy Agency under the Danish Ministry of Climate, Energy and Utilities (hereinafter jointly referred to as the "Participants").

Considering the strategic role of renewable energy in addressing current global, national, regional and local challenges; mitigating climate change, sustaining energy security, growing the economy, and creating good family-sustaining jobs;

Recognizing the mutual interest in the advancement and use of offshore wind energy and other renewable energy resources;

Recognizing the importance of finding innovative, cost efficient and effective methods to develop and manage domestic energy resources;

Wishing to promote mutually beneficial cooperation in the development and deployment of offshore wind energy; and

Recognizing that this MOU is intended to provide a general framework for cooperation in the field of offshore wind energy and related sectors,

The Participants have reached the following understandings:

### **Section 1 – Objective**

The objective of this MOU is to promote and foster a mutually beneficial relationship between the Participants regarding offshore wind energy through shared knowledge, experiences, data, and best practices relevant to the development of offshore wind energy and related sectors.

### **Section 2 – Priorities of Cooperation**

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

1. Promoting information sharing, best practices, and policy initiatives to support the responsible development and regulation of offshore wind energy resources; and
2. Evaluating conditions for Power Purchase Agreements (PPAs) including procurement standards, award criteria, and solicitation design and identifying challenges associated with financing and risk management for offshore wind energy facilities located in jurisdictions with vertically integrated investor-owned utility regulatory programs; and
3. Facilitating technical knowledge transfer related to electrical interconnection and grid integration of electricity generated from offshore wind energy facilities, including review of impacts and benefits of ancillary landside infrastructure development; and
4. Facilitating knowledge sharing and technical knowledge transfer related to emerging technologies associated with offshore wind or climate mitigation, such as green hydrogen production, Power-to-X, co-location of offshore wind energy facilities with other technologies (e.g., wave energy generation), energy efficiency, energy storage, etc.; and
5. Knowledge sharing on a wide range of offshore wind energy issues, including supply chain, job creation, port infrastructure and system planning to optimize offshore wind energy deployment and strategies for achieving cost reductions.

### **Section 3 – Cooperative Mechanisms**

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

1. Regular exchange of information between the Participants.
2. Joint organization and participation in events, seminars, workshops, videoconferences, and training.
3. Meetings with relevant authorities and stakeholders.

To support the implementation of the MOU in a dynamic and productive manner, a six-month rolling work plan describing the mutually identified topics, events and opportunities for cooperation should be developed by the Participants' designated coordinators (see Section 4) on an ongoing basis.

#### **Section 4 – Management**

The Participants will designate a "coordinator" to supervise and coordinate the planning, performance and evaluation of the cooperative mechanisms as described in Section 3.

The Ministry of Climate, Energy and Utilities, in liaison with the Danish Energy Agency and the Royal Danish Embassy to the United States, intends to designate a coordinator for the contribution of Danish knowledge and experience related to this MOU, and to coordinate with relevant Danish authorities, institutions and others when deemed relevant to the successful implementation of the MOU.

The Department of Commerce in the State of North Carolina intends to designate a coordinator for the contribution of the state's knowledge and experience related to this MOU, and to coordinate internally with relevant authorities and officials when deemed relevant to the successful implementation of the MOU.

#### **Section 5 – Encouragement of Participation**

The Participants will 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.

When appropriate and based on mutual agreement by the Participants, this MOU allows for engaging the participation of the *SMART-POWER* Signatory States (the State of Maryland and the Commonwealth of Virginia) and other jurisdictions.

#### **Section 6 – Costs**

This MOU does not require or obligate a commitment of funds by the Participants.

#### **Section 7 – No Implied Liability**

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

#### **Section 8 – Modification Procedure**

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

#### **Section 9 – Dispute Resolution**

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

#### **Section 10 - Nonbinding Agreement**

This MOU is only a statement of the Participants' mutual intentions and is not a legally binding document.

### **Section 11 – Term**

This MOU is effective on the date of signature by both Participants. This MOU may be modified at any time by the mutual written determination of the Participants. Either Participant may discontinue its cooperation under this MOU at any time but should endeavor to provide at least ninety (90) days' advance written notice to the other Participant of its intent to do so.

Approved on behalf of the Department of  
Commerce, State of North Carolina

Approved on behalf of the Danish Ministry  
of Climate, Energy and Utilities

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Machelle Baker Sanders  
Secretary of Department of Commerce

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Kristoffer Böttzauw  
Director General of the Danish Energy  
Agency

Date: \_\_\_\_\_

Date: \_\_\_\_\_