



### **Memorandum of Understanding (MOU)**

In this MoU the Ministry of Energy of Chile and the Port of Rotterdam express their interest in exploring their collaboration on the important strategic issue of setting up a corridor between their countries to ship hydrogen, produced in Chile and received at the port of Rotterdam, for further distribution to meet expected demand in the Netherlands and other countries in Europe.

This Memorandum of Understanding ("**MoU**") shall be effective of March 23<sup>rd</sup>, 2021, ("**Effective Date**") between:

1. **Havenbedrijf Rotterdam N.V.**, a public limited company focused on port development and management and established in accordance with Dutch law, with offices in Rotterdam, the Netherlands, and with offices and joint ventures in Oman, Brazil and Indonesia ("**Port of Rotterdam**" or "**PoR**"), and
2. **The Ministry of Energy of the Republic of Chile**, the government and administration organ of Chile in charge with developing and coordinating plans, policies, and regulations for the correct functioning and development of the energy sector, safeguard their compliance, and advise the Government of Chile in all matters related to the sector ("**Ministry of Energy**" or "**MEN**")

Hereinafter each referred to as a "Party", and together as the "Parties"

WHEREAS:

- A. The Port of Rotterdam is a European energy hub handling approximately 13% of total European energy demand and is a multi-energy port by nature, working with its major oil and gas companies and broader port community of over 3.000 commercial companies on introducing the fuels and feedstocks of the future, both inside its industrial zone and to end customers elsewhere;
- B. PoR recognises the significance of the Green Transition and has been working on preparing the port to adjust to changes in energy demand by developing the necessary infrastructure and facilities;
- C. Hydrogen ("H2") is one of the priorities in Rotterdam's Green Transition plans with PoR working on setting up the infrastructure and facilities for facilitating H2 flows by co-investing and co-developing a number of large projects with its port community members and connected industrial areas in NW-Europe;
- D. The Dutch government supports PoR's efforts to set up supply chain corridors for the import of H2 into NW Europe from countries elsewhere with high potential for low carbon H2 production;
- E. PoR and MEN plan to enter into a dialogue with regards to cooperation on the strategic issue of setting up one or several export-import corridor(s) for hydrogen between Chile and the Port of Rotterdam;
- F. The MEN has led the development, and is leading the implementation, of the National Green Hydrogen Strategy of the Government of Chile. This strategic policy sets ambitious targets for the country, such as producing the cheapest green hydrogen by 2030 and being one of the top 3 exporters of green hydrogen by 2040. The Strategy builds upon the commitment of Chile to become a carbon-neutral country by 2050, as well as utilizing the high-quality and abundant renewable energy resources available to it, and its demonstrated capability of enabling private investment to deploy large-scale clean energy projects on a competitive basis;

- G. The Ministry of Energy is tasked through the National Green Hydrogen Strategy of Chile to “Promote studies and coordination initiatives jointly with countries that declare themselves as future net hydrogen importers to promote commercial initiatives for export-import”. Hence, the MEN is required to engage with overseas parties to cooperate on the issue of setting up international supply chains of green hydrogen from Chile;
- H. Parties recognize the potential for hydrogen production in Chile for export to Europe via Rotterdam and understand that they may together determine how they might together explore the possibilities thereof, potentially involving other commercial and governmental parties where desirable and required;
- I. Parties also recognize the potential for a broader scope of collaboration, for instance in Port development to ensure the envisaged port of departure has all required facilities;
- J. Parties both wish to further collaborate on a regular basis in order to exchange knowledge, experiences and other information to further explore the possibilities of a cooperation with regard to, amongst others, the topics as described under article 1 (“**Purpose**”); Parties wish to reflect the principal terms and conditions for such discussions in this MoU.

#### **1. The Parties therefore understand the following**

The Parties intend to jointly discuss and analyse multiple concrete projects and topics suited to make progress in setting up a hydrogen export supply chain from Chile to Rotterdam, including regulatory, commercial, technological, and workforce issues, as well as further exploration and collaboration in related topics, such as:

- Building a coalition, or multiple coalitions, with interested and suitable commercial parties for the aforementioned objective;
- Engaging relevant public stakeholders to support the initiative;
- Potentially starting with a fast-to-realise first initiative to establish the corridor for hydrogen between Chile and Rotterdam;
- Advice on port development and port management, including sharing knowledge on standards and capabilities for safe storage, handling, and loading of hydrogen in ports;
- Participation in the development of port infrastructure and in the utilization of shipping technologies adequate for hydrogen transport in a variety of forms;
- Exploring certification of potentially supplied low-emissions hydrogen;
- Sharing identified and produced analysis, information, experience, and best practices between the Parties to support the activities defined in this MoU.

To plan and implement their cooperative activities, the Parties will jointly develop high-level annual work plans, including objectives, deliverables, expected outcomes, and time frames. Aim is to have the first work plan developed and decided upon 30 running days after the Effective Date.

The Parties will meet regularly, at a frequency to be decided on once a work plan has been outlined, to review progress and to define elements of future work programs, in-person or by electronic methods of communication.

## 2. Status of MoU

The Parties acknowledge that this MoU does not constitute a binding commitment with respect to any project that may arise out of this cooperation or the Purpose and is not an offer of either Party to the other Party to enter into any further arrangement.

Nothing in this MOU creates, or is intended to create any legally enforceable rights or impose any legally binding obligations on the Participants. Any disagreement arising out of or in connection with this MOU will be resolved amicably by the Participants through mutual consultation.

Nothing in this MOU is intended to restrict the Participants' ability to cooperate with each other or with any third parties.

The Parties intend for activities under this MOU to be conducted in accordance with their respective domestic laws and regulations.

## 3. Costs

The Parties understand that completion of activities under this MoU is subject to the availability of their respective resources.

Each Party shall pay for its own costs and expenditures with regard to the MoU and neither Party shall be liable for any financial compensation or contribution to the other Party in relation to this MoU whatsoever.

Should the Parties decide that provision of third-party services be required, the Parties may decide on: (i) who of them shall hire, assign and pay such third party and on which terms and conditions and (ii) how they shall divide and offset the third-party costs between them.

Should the need arise for PoR's advisory services for port and/or industrial cluster issues (e.g., assessment of export ports, industrial clustering, infrastructure requirements, port planning, etc.), and should meeting these needs exceed what may be exchanged as part of a general meeting and/or readily available reports, then PoR may submit a detailed consultancy proposal to MEN, which will act as a coordinator with whichever stakeholder is requiring the PoR's services.

## 4. Term

- a. This MoU shall expire after 2 (two) years following the Effective Date, unless extended by the Parties in writing.
- b. This MoU can be terminated without cause by a Party, without incurring any obligations or liabilities, by giving a written notice to the other Party.

## 5. Confidentiality

- a. The Parties understand that any information which is made available in writing, visual or machine-readable form or orally by a Party ("**Discloser**") to the other Party ("**Recipient**") in connection with the Purpose shall be considered confidential information ("**Confidential Information**"), with the exception of any information which:
  - a) at the time of its disclosure under this MoU was in the public domain;
  - b) is or comes in the public domain following disclosure under this MoU other than as a result of a breach of this MoU by Recipient;

- c) was lawfully in Recipient's possession prior to its disclosure by Discloser (as can be demonstrated by Recipient's written records or other reasonable evidence) free of any restriction as to its use or disclosure;
  - d) following disclosure under this MoU, becomes available to Recipient (as can be demonstrated by Recipient's written records or other reasonable evidence) from a third party other than Discloser, which third party (to Recipient's best knowledge) was not bound by any obligation of confidentiality to Discloser in relation to such information;
  - e) is developed independently by Recipient, without any use of, or reference to, the confidential information otherwise protected by this MoU;
  - f) is expressly approved for release by written authorization of Discloser;
  - g) is required to be disclosed by Recipient pursuant to the order of a court of competent jurisdiction, or as otherwise required by law or in respect of any enquiry or investigation by any governmental authority.
- b. All Confidential Information is provided to the receiving party "as is" and without any representation or warranty, express or implied, including but not limited to any warranty of merchantability, fitness for a particular purpose, non-infringement, accuracy, completeness or sufficiency.
- c. The Parties will for the term of this MoU and for a period of five (5) years thereafter:
- a) Hold in strict confidence all Confidential Information and not reveal any Confidential Information to any other person or entity, except to those who need to know such Confidential Information for the Purpose and have been informed of the confidential nature of such Confidential Information;
  - b) use the Confidential Information solely for the Purpose;
  - c) keep the Confidential Information relating to the other Party and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party, and use all reasonable efforts, but in no event less than the same degree of care that it uses to protect its own confidential information, to keep all Confidential Information secret and confidential and to protect all such Confidential Information against loss, and unauthorized use or reproduction;
  - d) not make any copies of Confidential Information relating to the other Party or reproduce it in any form except to the extent as needed for the Purpose and disclosing such Confidential Information in relation to the Purpose.

## **6. Intellectual Property**

- a. The Parties understand that the execution of this MoU will not generate any intellectual property rights.
- b. All information and documents embodying the Confidential Information provided under this MoU shall remain the sole property of Discloser.
- c. Each Party reserves and retain ownership of all rights, title and interest including, without limitation, intellectual property rights, in and to any of the information provided or disclosed by a Party. Nothing herein shall be construed as to convey any right, title, license or interest in any of the information provided or disclosed by a Party. Nothing herein creates or grants a right for either Party to use the name, trademark or logo script of the other Party or any of their Affiliates without the prior written consent of the relevant Party.

- d. Each Recipient shall not be permitted to use any of the Confidential Information to prepare, as the basis of, or for the purpose of applying for, any patent, trademark or similar intellectual property protection.

## **7. Liability**

Except as explicitly provided otherwise in this MoU, each Party specifically disclaims all liability for and shall in no event be liable for any direct, incidental, special, indirect or consequential damages, expenses, lost profits, lost savings, interruptions of business or other punitive damages of any kind or character whatsoever arising out of or related to this MOU.

The foregoing limitations shall apply regardless of the form of action, whether in contract, tort, strict liability or otherwise, even if such Party was advised of the possibility of such damages and notwithstanding the failure of any remedy of its essential purpose, provided that such limitations shall not apply in the case of fraud, gross negligence or willful misconduct by any Party.

## **8. No future obligation**

Nothing in this MoU shall be construed as creating any obligation on the part of either party to enter into a business relationship with the other party, or as creating any partnership or any other legal entity between the parties.

## **9. Miscellaneous**

- a. Any modification of this MoU will be made in writing by the Parties.
- b. This MoU shall not be assignable by either Party without the prior written consent of the other Party hereto, except that it may be assigned without such consent to the successor of either Party or to a person, firm, or corporation acquiring all or substantially all of the business and assets of such Party.

*(signature page to follow)*

**IN WITNESS WHEREOF**, the Parties have executed this MoU at their respective locations of signature on March 16th, 2021.

For **Havenbedrijf Rotterdam N.V.**

For the **Ministry of Energy of the Republic of Chile**

DocuSigned by:  
*Allard Castelein*  
.....09D95E87CE1241A.....

DocuSigned by:  
*Juan Carlos Jobet*  
.....0DC6B881C5F944E.....

**ALLARD CASTELEIN**

**JUAN CARLOS JOBET ELUCHANS**

**PRESIDENT & CHIEF EXECUTIVE  
OFFICER**

**MINISTER OF ENERGY**

**Rotterdam, The Netherlands**

**Santiago, Republic of Chile**