

MEMORANDUM OF UNDERSTANDING

ON PROGRAMME COOPERATION IN THE FIELD OF BIOENERGY

This Memorandum of Understanding (MoU) is made by and between the **Biofuture Platform** (BfP) and the **IEA Bioenergy Technology Collaboration Programme** (IEA Bioenergy TCP) (each a “Party” and together the “Parties”).

Background

The Biofuture Platform is a 21-country effort to promote an advanced low carbon bioeconomy that is sustainable, innovative and scalable. The objective of the Biofuture Platform is to increase the use of low carbon sources (i.e., sustainable biomass) to become the feedstock for the production of energy, chemicals and materials. Realizing this potential will require the development, demonstration and deployment of a number of innovative processes, fuels and materials which can meet demanding performance standards while meeting strict sustainability criteria. An expanded sustainable bioeconomy, respecting biodiversity, could also provide wider environmental, social and economic benefits by replacing fossil feedstocks, by creating jobs and by promoting local development, in alignment with Sustainable Development Goals (SDGs).

The IEA Bioenergy TCP is a multilateral mechanism established under the auspices of the IEA that enables energy technology and R&D collaboration between and among different entities, such as government institutions, universities, utilities and private companies. The objective of the IEA Bioenergy TCP is to improve international cooperation and information exchange between national bioenergy research, development and demonstration programmes. The IEA Bioenergy TCP works on all phases of the energy technology cycle related to bioenergy, i.e., research and development; demonstration and validation of technical, environmental and economic performance; market deployment and information exchange.

Now therefore the Parties have agreed as follows:

Article 1: Statement of Purpose

The purpose of this MoU is to record the intention of the Parties to cooperate and work together on projects of mutual interest in the field of bioenergy in general and biofuels and biorefineries in particular. The Parties acknowledge that they have complementary skills, knowledge, and experience in the above-mentioned fields, which could be of mutual benefit. It is hoped that joint activities between the Parties under this MoU could result in substantial benefits for sustainable bioenergy and bioeconomy development worldwide.

It is also agreed that the purpose of the MoU is to jointly enable the Parties to:

- (a) discuss, review and select activities of mutual interest which could be monitored and/or jointly implemented;

- (b) streamline common activities where appropriate in order to maximise efficiency and effectiveness;
- (c) initiate and develop new collaborative projects and activities in areas of mutual interest such as developing a framework for assessment of impacts and effectiveness of bioenergy policies and strategies; and
- (d) devise operative strategies for each Party to utilise the expertise of the other in areas such as joint workshops, seminars, assistance to countries, etc.

Article 2: Forms of Cooperation

Co-operation under this MoU may take the following forms

- (a) information exchange and sharing of data, analysis, best practices, tracking and modelling tools;
- (b) joint studies on mutually agreed topics;
- (c) organisation of joint seminars, web seminars, and workshops;
- (d) jointly developing training and capacity building materials;
- (e) informing each other about relevant activities, outputs, accomplishments and facilitating mutually beneficial interactions; and
- (f) any other forms of collaboration which might be mutually agreed.

Either Party may identify and propose collaborative projects to the other. The Parties understand there is no guarantee that any projects, or other initiatives, will arise and/or lead to increased capabilities and outcomes for the other Party. Attachment A provides an initial list of possible joint activities. This list is indicative and may change or expand over time, as agreed between the Parties.

Article 3: Relationship between the Parties

The Parties acknowledge that the IEA Bioenergy TCP is established under the auspices of the International Energy Agency (IEA) but is functionally and legally autonomous from the IEA and that the views, findings and publications of the IEA Bioenergy TCP do not necessarily represent the views or policies of the IEA Secretariat or its individual member countries.

The Parties also acknowledge that the Biofuture Platform members have designated the IEA to carry out the function of Facilitator of the Biofuture Platform. In this role, the IEA supports the Biofuture Platform members to help carry out and implement the Biofuture Platform's plan of work. In the event that the Biofuture Platform designates a new Facilitator, the Chair of the Biofuture Platform shall inform the Point of Contact for the IEA Bioenergy TCP in writing.

Article 4: General Provisions

Legal Obligations: Except for Article 5 (Confidentiality), this MoU is not intended to, and does not, create any legal obligation on either Party. The cooperation between the Parties as outlined in this MoU shall not be construed as a partnership or any other type of legal entity or personality. This MoU does not create an exclusive relationship between the Parties for the purpose of undertaking any activities described in this MoU, nor does it give either Party the authority to act on behalf of the other Party.

Independent Decision-making Autonomy: No provisions in this MoU are intended to interfere in any way with the independent decision-making autonomy of the Parties with regard to their own respective affairs and operations. The activities of the Parties under this MoU are subject to decisions of their respective governing bodies and their respective applicable regulations, rules, policies and procedures.

Financial Obligations: Nothing in this MoU obliges a Party to expend funds or to enter into any contract, agreement, or other financial obligation. Implementation of activities under this MoU is subject to the availability of funds, personnel and other resources of both parties. Any activity under this MoU involving the commitment of funds and/or resources shall be handled in accordance with each Party's internal policies, regulations and procedures and may be reflected in a separate written agreement between the Parties.

Point of Contact. Each Party will designate a representative to serve as a point of contact for the purpose of implementing this MoU and will share contact details with the other Party and notify them should their point of contact change.


Article 5: Confidentiality.

This MoU encourages the Parties to exchange information which is already in the public domain. The Parties, however, agree to protect and keep confidential any intellectual property, unpublished materials, trade secrets, and other proprietary or commercially sensitive information of the other Party, and to only use such information for projects and initiatives agreed upon together and in the manner agreed under this MoU. The protection of, and rights to utilise confidential information exchanged must be agreed between the parties on a case by case basis. The validity of this Article will extend beyond the termination of this MoU.

Article 6: Effective date, termination, and extension.

This MoU shall enter into force on the last date of signature, which may be physical or electronic or in counterparts, by the Parties' duly authorised representatives and shall operate for one year thereafter unless terminated earlier by one of the Parties giving the other three (3) months' written notice. It will automatically be renewed for up to three (3) further periods of one year unless a Party gives written notice of an intention not to renew at least three (3) months prior to any expiration date. This MoU can be extended beyond three (3) years with the written agreement of both parties.

SIGNED for and on behalf of the **Biofuture Platform**, by the Chair

Signature:  _____
Jim Spaeth

Date: 19 October 2022

SIGNED for and on behalf of the members of the **IEA Bioenergy TCP**, by the Chair of the IEA Bioenergy TCP

Signature:  _____
Paul Bennett

Date: 19 October 2022

Attachment A

Potential Joint Activities

An indicative list of joint activities that may be carried out by the Parties under this MoU is as follows:

1. Joint Meetings

- IEA Bioenergy TCP invites the Biofuture Platform to observe Executive Committee and selected Task meetings, and to participate in other TCP meetings, events or conferences as deemed appropriate¹.
- The Biofuture Platform invites IEA Bioenergy TCP to relevant Biofuture Platform meetings, events or conferences as deemed appropriate.
- As deemed appropriate and beneficial, joint meetings may be held between the Parties (as well as other international organizations) for various program development opportunities.
- Joint meetings between the Parties may be held to discuss special ‘opportunities.’

2. Promotion and Publicity

- Parties will include links to each others’ websites
- Exchange newsletter material
- Share Education, Training, and Technology Transfer information/material/initiatives
- Conduct joint workshops/seminars
- Conduct joint study tours

3. Other collaborative efforts

- As deemed relevant and appropriate, the Parties may exchange information and analysis in support of assessment of impacts and effectiveness of bioenergy policies and strategies.

¹ The Point of Contact in coordination with the Core Group of the IEA Bioenergy TCP, following any necessary consultation, will confirm to ExCo members and Task Leaders any meeting, event or conference in which the Biofuture Platform will participate.