



## Memorandum of understanding (Collaboration in relation to Hydrogen)

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The Crown in Right of Tasmania  
(State)

and

The Government of Flanders  
(Flanders)

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# Memorandum of understanding

## Details and preamble

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### Date:

### Parties:

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Name	<b>The Crown in Right of Tasmania</b>
Short form name	<b>State</b>
Notice details	C/- Department of Treasury and Finance (Renewables, Climate and Future Industries Tasmania), GPO Box 147, Hobart, Tasmania 7000 Email: Anton.Voss@treasury.tas.gov.au Attention: Anton Voss – Chief Executive Officer, ReCFIT

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Name	<b>The Government of Flanders</b>
Short form name	<b>Flanders</b>
Notice details	C/- Department of Economy, Science and Innovation (EWI), Koning Albert II-laan 35 box 10 B- 1030 Brussels BELGIUM Email: johan.hanssens@vlaanderen.be Attention: Johan Hanssens - Secretary-General

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### Preamble:

- A. The overarching objective of this memorandum is to provide a framework to promote and encourage practical collaboration between the State and Flanders in relation to hydrogen.
- B. This memorandum identifies areas for potential collaboration in schedule A and a framework under which the parties may discuss and seek to formalise discrete collaboration projects that may be undertaken by the parties.
- C. The parties wish to record certain non-legally binding commitments as set out in this memorandum.

# General provisions

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This memorandum records the following matters:

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## 1 Definitions

In this memorandum, unless the context otherwise requires:

**MOU Contact Officers** means:

- (a) For the State, Kim Enkelaar, Director, Energy Policy Strategy and Regulation, ReCFIT
- (b) For Flanders, Tom Tournicourt, Head of Enterprise and Innovation Division or as otherwise notified in writing by a party.

**this memorandum** means this memorandum of understanding.

**Right** includes a right, a power, a remedy, a discretion or an authority.

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## 2 Status of this memorandum

The parties acknowledge and agree that nothing contained in this memorandum is to give rise to:

- (a) legally enforceable Rights and obligations as between the parties; or
  - (b) any legal liability of any kind as between the parties.
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## 3 Duration

This memorandum operates from the date of signing and continues until the earlier of:

- (a) 31 January 2027; and
- (b) a party terminating this memorandum by notice in writing to the other party.

Where practicable, a party will give at least 10 Business Days' notice of its intention to terminate this memorandum.

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## 4 Parties non-legally binding commitments

### 4.1 Collaboration activities

During the term of this memorandum, the parties will seek to identify discrete collaboration projects to be undertaken by the parties. Each of those discrete collaboration projects will be subject to a separate memorandum of understanding being entered into between the parties in accordance with clause 4.2 setting out the collaboration activities to be undertaken by each party (and associated arrangements) for any such discrete collaboration projects.

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## **4.2 Further memoranda of understanding**

A party wishing to propose a discrete collaboration project shall provide details of the proposed collaboration to the other party.

Following provision of the details of a proposed collaboration, the State may prepare a draft memorandum of understanding in relation to the proposed discrete collaboration project and seek to negotiate the further memorandum of understanding with Flanders.

Nothing in this memorandum creates or implies any obligation on the part of any party to enter into any further memorandum of understanding, agreement, commitment or other arrangement whatsoever in relation to any proposed collaboration.

## **4.3 Administration of this memorandum**

Discussions in relation to this memorandum (including in relation to the interpretation and implementation of this MOU) will be coordinated by the MOU Contact Officers (and the MOU Contact Officers will consult to seek to resolve amicably any dispute in relation to this memorandum). A party may replace its MOU Contact Officers from time to time by providing written notice.

To the extent that a party enters into any bilateral memorandum of understanding which it considers is within the scope of the identified areas of cooperation in Schedule A and which it considers is not confidential or otherwise commercially sensitive, the party will seek to notify the other party to that effect.

A reference to the Department of Treasury and Finance (Renewables, Climate and Future Industries Tasmania) is taken to refer to any department to which its powers or functions have been substantially transferred.

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## **5 Costs**

Unless otherwise agreed in writing between them, each of the Parties will be responsible for their own costs and expenses in preparing and negotiating this memorandum and the negotiations in relation to any further memorandum of understanding relating to any proposed discrete collaboration project.

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## **6 Governing law**

### **6.1 Law of Tasmania**

This memorandum is intended to be governed by the law of Tasmania if, and to the extent that, it becomes necessary to determine its legal effect.

**Executed** by the parties as a non-legally binding memorandum of understanding comprising of two signed copies.

## Signing

### Signing by the Crown in right of Tasmania

Executed by **The Honourable Guy Barnett MP** (being and as the Minister for Energy and Emissions Reduction in the presence of the witness named below:

Minister's  
signature:  
→



Witness'  
signature:  
→



\*Witness  
print  
name and  
position:

CAROLINE DONAGHY  
OFFICE MANAGER

\*Use BLOCK LETTERS

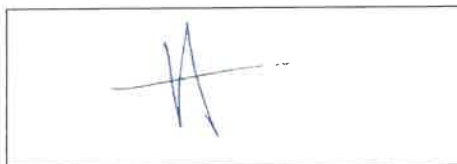
\*Witness  
print  
address:

4/ 53 St John St  
Launceston Tas 7250

### Signing by the Government of Flanders

Signed for and on behalf of **The Government of Flanders** by its duly authorised officer Minister Hilde Crevits, Vice minister-president of the Flemish Government and Flemish Minister for Economy, Employment, Social Economy, Innovation and Agriculture in the presence of the witness named below:

Minister's  
signature:  
→



Witness'  
signature:  
→

Johan  
Hanssens  
(Signature )  
Digitaal  
ondertekend door  
Johan Hanssens  
(Signature)  
Datum: 2022.02.07  
22:24:48 +01'00'

\*Witness  
print  
name and  
position:

JOHAN HANSENS  
SECRETARY-GENERAL

\*Use BLOCK LETTERS

\*Witness  
print  
address:

KONING ALBERT II-LAAN 35  
1030 BRUSSEL

## SCHEDULE A – AREAS FOR POTENTIAL COLLABORATION IN RELATION TO HYDROGEN

Subject to clause 4 of this memorandum, areas for potential collaboration between the parties in relation to hydrogen include the following high priority areas, but are not limited to:

### 1. Research, innovation and development

Undertaken by:

- Defining and advancing a common agenda for joint research activities and demonstration projects aimed at testing hydrogen in promising sectors to support production and technology deployment.
- Pooling expertise and fostering cooperation between institutions/clusters to provide a clearer definition of the respective competencies of individual organisations on the identification and promotion of joint research pilot/demonstration projects.
- Mutual exchange of information via new networks and arranging virtual/in country workshops of key research activities as well as other forms of technical assistance and training in the area of hydrogen production and transport.
- Encouraging bilateral mobility of research exchanges aimed at enhancing knowledge of and access to technical expertise resident in Tasmania and Flanders.

Particular areas for discrete collaboration projects that may be the subject of separate memoranda of understanding in accordance with this memorandum may include:

#### Marine, shipping and offshore applications

- Hydrogen based decarbonisation solutions for smaller scale vessels (i.e. tugs, ferries and catamarans).
- Hydrogen refuelling infrastructure for ships.
- Alternate fuels/synthetic carriers for shipping (i.e. green ammonia and methanol).
- Port/marine infrastructure/development, logistics and connectivity.
- Off-shore hydrogen energy systems (i.e. for use in aquaculture, including the associated production of oxygen and marine spatial planning)

#### Mobility and storage applications

- Hydrogen based solutions for buses, garbage trucks and other heavy/freight vehicles.
- Hydrogen refuelling infrastructure.
- Hydrogen storage solutions.

### 2. Hydrogen industry and business development

Undertaken by:

- Information/personnel exchange and/or industry visits and established networks with a focus on leadership and best practice solutions.
- Collaborative industry outreach (i.e. with manufacturers to solve technical/engineering problems).
- Fostering commercialisation and the demonstration of entire value chains.
- Cooperation on electrolyser technology.

- Identifying joint funding systems options (particularly amongst smaller or local enterprises and in the field of electrolyser technology) to kick start demand and supply.
3. Hydrogen export/import opportunities
- Undertaken by:
- Informing and understanding future export/import value chains and market requirements for the production and transport of renewable hydrogen from Tasmania to Flanders.
  - Collaborating on the regulatory requirements and standards for the transport and trade in hydrogen and hydrogen-based energy carriers (synthetic hydrocarbons (e.g. methane, methanol and e-fuels) and ammonia particularly in the aviation and maritime shipping sectors) as well as approaches to green certification/guarantee of origin.