

**MEMORANDUM OF UNDERSTANDING
BETWEEN INNOVATION NORWAY AND
ENERGY RESEARCH OFFICE TO EFFORTS ON
CARBON CAPTURE, UTILIZATION AND
STORAGE (CCS AND CCUS), AND IN ENERGY
SECTOR DECARBONIZATION INITIATIVES**

INNOVATION NORWAY, established by law in 2004 (LOV-2003-12-19-130) and owned by owned by the Ministry of Trade, Industry and Fisheries (51%) and the county authorities (49%), with headquarters at Grev Wedels plass 9, 0151 Oslo, Norway, registered in the Norwegian Register of Business Enterprises with organization number 986 399 445, present with a branch office in Rio de Janeiro co-located with the Norwegian general consulate, hereinafter referred to as **IN**; and

EMPRESA DE PESQUISA ENERGÉTICA, federal public company linked to the Ministry of Mines and Energy, with creation authorized by Law No. 10,847, of March 15, 2004, regulated by Decree No. 5,184/2004, with headquarters at Esplanada do Ministérios, Block “U”, Ministry of Mines and Energy, Room 744, 7th floor, Brasília/DF, CEP 70.065-900 and central office at Praça Pio X, nº 54, 5th floor, Centro, Rio de Janeiro/RJ, CEP 20.091- 040, registered with the CNPJ/ME under no. 06.977.747/0002-61, represented in the statutory form, hereinafter referred to as **EPE**;

Whereas:

- a) EPE's** mission is to provide services to the Ministry of Mines and Energy in the area of studies and research aimed at supporting the planning of the energy sector, covering electrical and renewable energy, oil and natural gas and their derivatives and biofuels;
- b) IN's** mission is to support and promote Norwegian business development and opportunities by contributing/assisting with innovation, internationalization and marketing functions;
- c) IN** and **EPE** intend, together, to make efforts to develop initiatives to promote investment opportunities in the carbon capture, utilization and storage (CCS and CCUS) and in energy sector decarbonization initiatives.

They resolve to enter into this Memorandum of Understanding (**MOU**) which aims to promote technical cooperation and attract investments for the aforementioned priority sectors, and which is governed by the terms of the following clause, of which the preceding recitals form an integral part.

CLAUSE ONE – OBJECT

1.1. The purpose of this MOU is to define the general lines of collaboration between the **PARTIES** in the development of initiatives favorable to attracting investments for the development of production chains and for infrastructure projects in carbon capture, utilization and storage (CCS and CCUS) and in energy sector decarbonization initiatives.

1.2. Cooperation initiatives may include, by way of example:

- a) support in holding events in Brazil and/or abroad that involve the theme of promoting image and opportunities in order to attract investments to the Brazilian market and/or the internationalization of Brazilian companies;
- b) participation in seminars, lectures, workshops, webinars and other initiatives that promote the Brazilian market as a safe destination for foreign investments and/or promote the insertion of Brazilian companies in global value chains;
- c) preparation of specialized technical content in order to support the dissemination of investment opportunities, such as: technical studies, specialized presentations, guidance guides, project portfolios, audiovisual content, etc.
- d) coordination with strategic stakeholders to execute initiatives related to the purpose of this Protocol of Intent.

1.3 It should be noted that the purpose of this MOU is solely to express the **PARTIES'** intention regarding cooperation work, with no intention, therefore, of legally binding the **PARTIES**, nor of creating legal obligations. The execution of any business and the conduct of any activities in any way related to this MOU are at the sole discretion of each **PARTY**.

CLAUSE TWO – INITIATIVES

2.1. The **PARTIES**, in collaboration, intend to participate jointly in national and international initiatives, in person or virtually, in order to prospect and consolidate high-level contacts with businesspeople and investors, influencers and decision-makers, as well as opinion makers on international investments.

CLAUSE THREE – OBLIGATIONS OF THE PARTIES

3.1. Each **PARTY** will use its best efforts to assist the other in organizing and facilitating joint activities related to the dissemination of investment opportunities with the support of specialized technical content related to priority sectors that include: carbon capture, utilization and storage (CCS and CCUS) and in energy sector decarbonization initiatives.

CLAUSE FOUR – SECRECY AND CONFIDENTIALITY

- 4.1. The PARTIES shall take all necessary precautions to prevent unauthorised persons from gaining access to, or knowledge of, confidential information.
- 4.2. The confidentiality obligation pursuant to this clause shall not prevent the disclosure of information if such disclosure is demanded pursuant to laws or regulations.
- 4.3. The obligation of confidentiality assumed here will survive the termination of this MOU, whatever the cause.

CLAUSE FIVE – INTELLECTUAL PROPERTY

- 5.1. If intellectual property rights arise from the actions and works developed jointly by the **PARTIES** within the scope of the MOU, the **PARTIES** will define the ownership and form of exploitation of these rights in their own instrument.
- 5.2. **A PARTY** cannot use the other PARTY's logo unless prior written consent is obtained in each relevant case.

CLAUSE SIX – TERM

- 6.1. This MOU will come into force on the date of its signature and will be valid for a period of **4 years**, unless expressly terminated by either PARTY, communicated at least 60 (sixty) days in advance of the intended expiry date.
- 6.2. The **PARTIES** may extend and/or modify this MOU, by mutual agreement, provided that it is a written instrument signed between the legal representatives.
- 6.3. The renewal of this MOU may be for an equal period of 4 years, carried out with the prior express consent expressed in writing by the **PARTIES**.

CLAUSE SEVEN – EXPENSES AND FINANCIAL RESOURCES

- 7.1. Unless there is a specific legal instrument to be signed by the **PARTIES**, each **PARTY** will bear the costs and expenses incurred with its participation in the activities within the scope of the MOU, with no reciprocal legal obligation being created on this occasion, nor any transfer of financial resources.
- 7.2. The ability of each **PARTY** to carry out activities within the scope of the MOU will be subject to the availability of funds, personnel and other resources, with the understanding that any expenses will be borne by their respective specific budgetary allocations.

7.3. The human resources used by any of the **PARTIES**, as a result of the activities inherent to this MOU, will not change their relationship nor will they entail any burden on the other **PARTY**.

7.4. The activities will not imply the assignment of employees or servants.

CLAUSE EIGHT – NON-EXCLUSIVITY

8.1. The cooperation provided for in this MOU is a regular practice of the **PARTIES**, therefore not characterizing exclusivity reserved for any of them, which will not imply any mandatory or legal violation that may give rise to compensation of any kind.

CLAUSE NINE – TERMINATION

9.1. This MOU will be terminated:

- a) upon the advent of the final term, without the **PARTIES** having signed an amendment to renew it until then;
- b) by communication from either **PARTY**, if they are no longer interested in the maintenance of the cooperation;
- c) by consensus of the **PARTIES** before the advent of the final term of validity, and must be duly formalized.

CLAUSE TEN – PERSONAL DATA

10.1. The **PARTIES** undertake to process personal data in strict compliance with national and community legislation applicable to data protection.

10.2. The **PARTIES** undertake to maintain secrecy and confidentiality regarding the information referred to in the previous clause, and must immediately inform the **OTHER PARTY** in the event of any incident or transfer of data to third parties, a situation that must be expressly authorized by the **OTHER PARTY**, unless carried out in strict compliance with legal duty.

10.3. The **PARTIES** undertake to guide their employees regarding data processing in accordance with the applicable law, being exclusively responsible for acts carried out by their employees in violation of legal dictates.

CLAUSE ELEVEN – FOCAL POINTS

11.1. To achieve the objectives agreed here, the **PARTIES** must indicate focal points of each institution, whose focus will be the development of joint initiatives foreseen within the scope of this protocol of intentions.

CLAUSE TWELVE – DISPUTE RESOLUTION

12.1. Any dispute relating to the interpretation of this Protocol of Intent will be resolved amicably by the **PARTIES** through direct negotiation.

CLAUSE THIRTEENTH – PUBLICATION

13.1. The **PARTIES** may publish this MOU or an extract from it on its website.

CLAUSE FOURTEENTH – ADVERTISING AND DISCLOSURE

14.1. The publicity arising from the acts, programs, works, services and campaigns, arising from this Protocol of Intent must have an educational, informative or socially oriented nature, and cannot contain names, symbols or images that characterize personal promotion of authorities or public servants, under the terms of art. 37, §1º, of the Federal Constitution, and Normative Instruction No. 02, of April 20, 2018, of the General Secretariat of the Presidency of the Republic.

CLAUSE FIFTEEN – ETHICS

15.1. The **PARTIES** acknowledge that the collaboration set out in this MOU shall be based on stringent ethical requirements, and that it does not contribute to corruption, the violation of human rights or poor working conditions, or have a harmful impact on local communities and the environment.

* * *

And, as they are fair and agreed, they sign this instrument in two copies of equal content and form, for a single purpose, together with the witnesses below.

Rio de Janeiro, _____, 2024.

IN:

EPE:

THOMAS CONRADI GRANLI
Director

THIAGO GUILHERME FERREIRA
PRADO
President

RAQUEL FILGUEIRAS DE ALMEIDA
Advisor

HELOISA BORGES BASTOS ESTEVES
Director of Petroleum Studies,
Gas and Biofuels

Witness:

Name: METTE TANGEN

Name: ALINE MARIA DOS SANTOS

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-  **Heloisa Borges Bastos Esteves**
Assinou em 07 jun 2024 às 12:49:34
-  **Aline Maria dos Santos**
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