



# **PARTNERSHIP AGREEMENT**

**between**

**Hydrogen Europe**

**and**

**European Hydrogen Valleys**

**S3 Partnership**



## **PARTNERSHIP AGREEMENT**

### **Concluded between**

The Hydrogen Europe (HE) with its seat at Avenue de la Toison d'Or 56-60, B1060 Brussels/Belgium, represented by its Secretary General, Georgios Chatzimarkakis

and

The European Hydrogen Valleys S3 Partnership (H2 Valleys S3 Partnership), represented by its 4 coordinating regions (Aragon, Auvergne Rhône Alpes, Normandie and Northern Netherlands)

(From now on referred to as “the Parties”, or individually “the Party”)

### **Preamble**

Decarbonisation of the global economy is one of the fundamental challenges of the 21st century. The reduction of GHG emissions is critical to mitigating global warming and its effects on human societies and ecosystems, as acknowledged by the COP 21 Paris Agreement signed in 2015. Well aware of this problematic, the EU has been positioning itself as a worldwide leader of decarbonisation by adopting the European Green Deal as the ambitious EU climate and green growth strategy to make Europe the first climate neutral continent by 2050.

Fuel cells and hydrogen (FCH) technologies have the potential to play a key role in this energy transition process. Indeed, FCH technologies provide a mature and competitive zero-emission solution for a growing number of applications, produced as “green hydrogen” with renewable energy sources. By providing means of storage, hydrogen resolves, in conjunction with other solutions like batteries, for instance, the imbalance between energy supply and demand, therefore avoiding energy waste and facilitating the integration of renewable energies within the energy grid. However, to achieve the EU economy’s decarbonisation, FCH technologies are a promising solution that needs to deploy further, most FCH technologies and applications being technologically ready to be used but still very expensive to produce. The EU must encourage public and private actors to support the deployment of these technologies.

Moreover, FCH technologies can create jobs and growth for the EU economy.<sup>1</sup> European companies have a technological lead on some applications in this field. To enhance this leading position, the European Commission has launched in July 2020 the European Hydrogen Strategy, which provides a roadmap for the uptake of hydrogen. In addition, the European

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<sup>1</sup> The FCH JU’s Hydrogen Roadmap for 2050 estimates that creating this local market would generate a revenue of 820 billion € for the sector and 5,4 million highly-skilled jobs by 2050.



Clean Hydrogen Alliance aims at an ambitious deployment of hydrogen technologies by 2030, bringing together all relevant stakeholders – from Member States to regional and local authorities and from major industrial players to NGOs.

Building on the necessity to involve all relevant stakeholders to increase this deployment effort, this Partnership Agreement provides the framework for an improved cooperation between Hydrogen Europe and the European Hydrogen Valleys S3 Partnership.

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Therefore,

Considering Hydrogen Europe plays a strategic role as the leading European industry association promoting hydrogen as the enabler of a zero-emission society in the EU.

Considering that the European Hydrogen Valleys S3 Partnership is the main European partnership gathering more than 50 regional and local authorities which are all committed to supporting the development of the FCH value-chain and the large-scale deployment of FCH technologies.

Considering the crucial role played by “H2 valleys” type of projects to enhance the coherent deployment of FCH technologies, taking into account territorial specificities and gathering all relevant stakeholders.

Considering that local and regional authorities have competences in key fields for the development of the FCH sector like economic development, innovation support or skills and training development.

Considering that both parties are committed to supporting the development of the FCH sector in Europe.

The Parties have resolved that:

### **Article one: Legal form and objectives**

By the signature of this Partnership Agreement, both parties acknowledge the creation of a dedicated Regional Pillar within Hydrogen Europe. This Regional Pillar will gather on a voluntary basis regional and local authorities which are also members of the European Hydrogen Valleys S3 Partnership.

The main objectives of the Regional Pillar within Hydrogen Europe will be the following:

- Facilitate the set-up of EU-funded projects and transnational investment projects gathering various funding sources;
- Promote the regional and local support and investments in the H2 value-chain;

- Exchange information with industrial players on specific topics of interest to the regional and local authorities;
- Promote interactions between industry and regional and local authorities to improve knowledge sharing and exchange;
- Develop joint activities with Hydrogen Europe and its members on topics of common interest.

The European Hydrogen Valleys S3 Partnership will remain for visibility, representation of regional interests towards EU institution, policy influencing activities and collective action, especially on European calls for projects dedicated to local and regional players.

Both parties commit to respect each other position on all H2-related issues.

## **Article 2: Governance**

The parties agree on the creation of a Steering committee composed of the leading regions of the European Hydrogen Valleys S3 Partnership which are part of the regional pillar, the coordinators of the newly-created working groups of the Regional Pillar, as well as the director of Hydrogen Europe.

This steering committee will meet 4 times/year and will:

- Define the specific activities of the Regional Pillar and propose them to the High level political committee for validation;
- Review the amount of the Regional Pillar membership fee (see art. 5) and propose any change to the High-level political committee for validation;
- Oversee the work of the staff dedicated to the Regional Pillar (see art. 5);
- Validate the creation of new working groups within the Regional Pillar and their coordinators;
- Monitor the everyday work of the Regional Pillar

The parties agree on the creation of a High-level political committee composed of elected representatives of the regional & local authorities which are members of the Regional Pillar. Each member of the Regional Pillar will appoint 1 representative and 1 substitute (at decisional level, e.g. director level) to this High-level political committee. This political committee will meet once a year and will validate the orientations defined by the Regional Pillar steering committee as well as the amount of the Regional Pillar fee if necessary.

Moreover, the Regional Pillar will be represented with one seat on the board of Hydrogen Europe. The designation procedure will follow the rules set by Hydrogen Europe as follows:

- For the purpose of elections, (i) the Industry Corporate Members (ii) the European National Hydrogen Associations and (iii) European Regions shall form three (3) distinct constituencies

- The Constituency of the European Regions shall elect its director being Representative of the European Regions. Each European Regions' Member may propose one (1) candidate director to the Management at least ten (10) working days in advance of a meeting of the General Assembly at which one director will be elected.
- The Constituencies can validly decide on the election of their respective directors only if at least forty percent (40%) of their respective Members are present or represented. The candidate director who obtains the highest number of votes is elected. By derogation, if there is only one candidate, the decision to elect a director shall only be validly adopted if it obtains a majority of at least fifty percent (50%) of the votes cast by European Regions. Blank votes, invalid votes and abstentions shall not be counted. In case of a tie, a second vote shall take place with the candidates concerned by the tie.
- The term of office of the directors is a three (3) years term, once (1) renewable. The mandate of the directors shall be non-remunerated.

### **Article 3: Regional Pillar's specific activities**

Members of the Regional Pillar will benefit from the following activities:

- Support to activities of the Regional Pillar working groups;
- Setting-up of consortia to candidate to EU calls & co-writing of the candidature & coordinating the follow-up of the proposal if selected together with the coordinating region(s);
- Support to the set-up of H2-related interregional development projects;
- Follow-up of regulation, funding & financing, technology, benchmark monitoring;
- Specific communication tools (dedicated Twitter and LinkedIn page, newsletters, dedicated slots on Hydrogen Europe communication tools);
- Organization of internal meetings and the High-level political committee meetings of the Regional Pillar;
- Promote peer-learning activities between regional and local authorities with similar characteristics and different development stages in the FCH area;

Facilitate networking between regional and local authorities and the exchange of best hydrogen-related practices.

These activities will be carried out by dedicated staff (see article 5).

### **Article 4: Shared activities between HE and the Regional Pillar**

By joining the Regional Pillar, regional and local authorities will benefit from the following activities:

- Receiving all information about HE activities and Intelligence gathered by HE about EU actions; policies, market, etc.;

- Participation in HE thematic working groups and work on regulatory issues (sectoral policy and business development WGs + Funding and Financing WG);
- Developing joint activities in areas of common interest;
- Participating in consortia and matchmaking sessions organised by HE;
- Specific section dedicated to the Regional Pillar in the communication tools of Hydrogen Europe;
- Joint participation in events organised either by Hydrogen Europe or by the regional and local authorities that are members of the Regional Pillar.

### **Article 5: Regional Pillar's fee and staff**

Each regional/local authority member of the HE Regional Pillar will pay a **yearly fee** to Hydrogen Europe as Regional Pillar fee. For the first year, based on the number of members in the Regional Pillar, Hydrogen Europe will determine the amount of the fee. Then, any modification of this fee in the future (to reflect membership changes for instance) will be proposed by the Regional Pillar steering committee and should be validated by the High-level political committee, however the regional entities need to be announced of this change well in advance.

This fee includes the costs of the **proper staff** dedicated to the Regional Pillar activities as follows:

- staff costs (part-time to full-time staff depending on the number of members of the Regional Pillar);
- Hydrogen Europe services (25%).
- For the implementation of activities under the Regional Pillar and shared activities, Hydrogen Europe commit to provide the following services:
  - Human resources & administrative procedures;
  - Computer and digital tools;
  - Shared office space;
  - Communication tools (website, Newsletter tools, LinkedIn, Twitter...).

The role and activities of the staff dedicated to the Regional Pillar will be defined and monitored by the Regional Pillar steering committee.

### **Article 6: Entry in to force, validity and termination**

This MoU will constitute the basis for collaboration between Hydrogen Europe and the members of the HE Regional Pillar. It will enter into force from the date of its signing by both parties, i.e. the representatives from Hydrogen Europe and the representatives from the leading regions of the European Hydrogen Valleys S3 Partnership. This MoU is concluded for a period of one year. It shall be renewed automatically for a period of one year, unless either of the parties notifies the other party of its intention to terminate the MoU at the latest three months before it expires. As long as the HE Regional Pillar has not been officially launched, this



MoU will constitute the founding document of the collaboration between Hydrogen Europe and the European Hydrogen Valleys S3 Partnership.

Once the bylaws of Hydrogen Europe have been modified to integrate the elements of this MoU, officially allowing the creation of the HE Regional Pillar in November 2021 (provided enough regional and local authorities are willing to join the Regional Pillar), this MoU will be completed the HE bylaws. Regional and local authorities willing to join the HE Regional Pillar will be asked to become members of Hydrogen Europe, following HE application and resignation rules. If they decide to opt-out from the regional pillar, they can still remain members of the European Hydrogen Valleys S3 Partnership.

The present MoU is not intended to create rights or obligations under European Union, national or international law.

The Parties commit to implement the present MoU in good faith and agree to address any dispute in an amicable way and not to refer to any tribunal or third party for settlement.

Rules on conflicts of interest apply in accordance with the rules on conflicts of interest and confidentiality of the bodies of Hydrogen Europe.

The Parties should ensure the protection of any sensitive information and the confidentiality of any internal document and information related to the parties or the participants to the technical activities under the present MoU.

Any notice required to be given by either Party under this MoU shall be in writing, shall be deemed given when received by the other Party, and shall be conveyed via electronic mail

Place and date:

**On behalf of Hydrogen Europe**

**On behalf of the H2 Valleys S3 Partnership**

Mr.

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