

MEMORANDUM OF UNDERSTANDING (MoU)
BETWEEN
THE MINISTRY OF CLIMATE, ENERGY AND UTILITIES OF DENMARK
AND
THE FEDERAL DEPARTMENT OF THE ENVIRONMENT, TRANSPORT, ENERGY AND
COMMUNICATIONS OF SWITZERLAND
ON CROSS-BORDER TRANSPORTATION OF CO₂ WITH THE PURPOSE OF
PERMANENT GEOLOGICAL STORAGE

The Ministry of Climate, Energy and Utilities of Denmark and the Federal Department of the Environment, Transport, Energy and Communications of Switzerland, acting through the Federal Office for the Environment (hereinafter referred to individually as a "Participant" and collectively as the "Participants"),

In pursuit of the long-term temperature goal of the Paris Agreement on climate change adopted at the 21st Conference of the Parties to the UNFCCC in Paris on 12th December 2015, hereinafter the "Paris Agreement",

Taking into account the precautionary approach stated in Principle 15 of the Rio Declaration, adopted at the 1992 United Nations Conference on Environment and Development,

Recalling the Convention for the Protection of the Marine Environment of the North-East Atlantic of 1992, hereinafter the "OSPAR Convention", Annex II and Annex III, recognizing that permanently stored CO₂ in sub-seabed geological formations is not prohibited,

Also recalling the 1996 Protocol to the Convention on the Prevention of Marine Pollution by Dumping of Wastes and Other Matter 1972, hereinafter the London Protocol, as amended in 2006 by Resolution LP.1(1) recognizing that carbon dioxide streams from carbon dioxide capture processes may be considered for dumping,

Further recalling Resolution LP.3(4) to the London Protocol, allowing for the export of CO₂ for the purpose of permanent geological storage in sub-seabed geological formations,

Emphasizing Resolution LP.5(14) to the London Protocol, adopted on 11th October 2019, allowing provisional application of Resolution LP.3(4) to the London Protocol,

Confirming that the Participants have declared such provisional application,

Underlining the willingness of the Participants to share information on their provisional application of the amendment,

Emphasising the importance of carbon capture and storage (CCS) in achieving national and European climate goals,

Mindful of Directive 2009/31/EC of the European Parliament and of the Council of 23 April 2009 on the geological storage of carbon dioxide and amending Council Directive 85/337/EEC, European Parliament and Council Directives 2000/60/EC, 2001/80/EC, 2004/35/EC, 2006/12/EC, 2008/1/EC and Regulation (EC) No 1013/2006, hereinafter the "CCS Directive",

Also mindful of Directive 2003/87/EC of the European Parliament and of the Council of 13th October 2003 establishing a scheme for greenhouse gas emission allowance trading within the Community and amending Council Directive 96/61/EC, hereinafter the "EU ETS Directive",

Conscious of Commission Regulation (EU) 2018/2066 of 19th December 2018 on the monitoring and reporting of greenhouse gas emissions pursuant to the EU ETS Directive,

Also conscious of relevant national legislation of the Participants, especially concerning CCS and CDR,

Also mindful of the Agreement between the European Union and the Swiss Confederation on the Linking of their Greenhouse Gas Emissions Trading Systems, signed 23rd November 2017,

Acknowledging the requirements of the London Protocol, other international law, and the applicable EU law, regarding the CO₂ streams, and the CO₂ transport and storage activities between the territories of the Participants, the permitting responsibilities and the issuing of permits and authorisations, and the relevant monitoring plans,

Recognizing the importance of relevant international framework and the compatibility of this MoU with relevant commitments undertaken pursuant to international law and applicable EU legislation,

Have reached the following understanding:

Section 1 – Scope

This MoU is an arrangement in the sense of Article 6 paragraph 2 of the London Protocol, as amended by Resolution LP. 3(4). Any definitions used should be understood as they are understood in the context of the London Protocol and applicable legislation.

This MoU applies to cross-border transportation of CO₂ from Switzerland to Denmark with the purpose of permanent geological storage.

Section 2 – Allocation of permits

The Participants confirm that necessary permitting procedures for the activities are in place and the permits can be granted by the competent authorities of the Participants to safeguard the provisions of the London Protocol Annex 2, and other applicable international law.

The Participants recognise that all necessary permit responsibilities will be allocated to the relevant authorities of each Participant's country in accordance with the London Protocol. A non-exhaustive list of relevant permitting authorities is:

For Denmark:

- The Danish Energy Agency (Energistyrelsen) is responsible for the issuance of exploration permits, CO₂ storage permits as well as ETS permits:

Danish Energy Agency (Energistyrelsen)
Carsten Niebuhrs Gade 43
1577 København V

Tel: +45 33 92 67 00
ens@ens.dk

Danish Energy Agency (Energistyrelsen), Esbjerg
Niels Bohrs Vej 8D
6700 Esbjerg

Tel: +45 33 92 67 00
ens@ens.dk

For Switzerland:

- The Swiss Federal Office for the Environment is responsible for the issuance of permits for the export of CO₂ for permanent storage, for the implementation of the Greenhouse Gas Emissions Trading Systems under the Swiss CO₂-Act and for the implementation of the Agreement between the European Union and the Swiss Confederation on the Linking of their Greenhouse Gas Emissions Trading Systems:

Federal Office for the Environment (FOEN)
Worblentalstrasse 68
3063 Ittigen

Tel: +41 58 462 93 11
info@bafu.admin.ch

Federal Office for the Environment (FOEN)
Monbijoustrasse 40
3011 Bern

Tel: +41 58 462 93 11
info@bafu.admin.ch

Section 3 – Reporting of CO₂ in National Greenhouse Gas Inventories

The Participants recognize the importance of ensuring consistent reporting of CO₂ emissions related to carbon capture, transportation, and storage operations, including cross-border transportation for storage covered by this MoU.

The Participants will report in their greenhouse gas inventories on cross-border CCS operations and related CO₂ emissions in accordance with the 2006 IPCC Guidelines and further refinements or iterations for the reporting in the national greenhouse gas inventories as agreed under the UNFCCC. Relevant EU and Swiss legislation, and future amendments thereof, will be used as a basis for monitoring and reporting of emissions.

The Participants will ensure that the relevant entities responsible for reporting greenhouse gas inventories will exchange relevant information for complete and transparent reporting.

Section 4 – Arrangements of the Participants

This MoU does not create any rights or obligations under international law and does not impose any financial obligations on the Participants. This MoU does not affect or interfere with existing or future national, regional, or international obligations with regards to transportation and storage of CO₂.

Each Participant intends to conduct the cooperation under this MoU subject to all applicable laws and regulations.

Section 5 – Amendment procedures and mutual understanding

This MoU may be amended at any time in writing by the Participants. The Participants will inform and consult each other should they foresee any necessary amendments.

At any time, the Participants will consult, at the request of any of them, on any matter relating to this MoU, in the spirit of cooperation, good faith and mutual trust, to quickly resolve any difficulties or misunderstandings that may arise.

The Participants will convene at least once a year to evaluate the MoU, unless they decide not to convene by joint written consent. The Participants will convene alternatively in Copenhagen and Bern, or in any other place decided upon by the Participants by joint written consent.


Section 6 – Final provisions

This MoU will come into effect upon signature. This MoU may be terminated by either Participant giving three (3) months' written notice to the other Participant. The termination of this MoU will not affect any on-going activities under this MoU, unless otherwise decided by the Participants.

The Participants will notify the International Maritime Organization of this MoU.

Signed in duplicate in Copenhagen on the 3rd of September 2025 each in the English language.

*The Minister for Climate, Energy and Utilities
of Denmark*



Lars Aagaard

*Ambassador of Switzerland to Denmark, Mauro
Reina, on behalf of Federal Councillor of the
Environment, Transport, Energy and
Communications of Switzerland, Albert Rösti.*



Mauro Reina

MEMORANDUM OF UNDERSTANDING (MoU)
BETWEEN
THE MINISTRY OF CLIMATE, ENERGY AND UTILITIES OF DENMARK
AND
THE FEDERAL DEPARTMENT OF THE ENVIRONMENT, TRANSPORT, ENERGY AND
COMMUNICATIONS OF SWITZERLAND
ON COOPERATION ON CARBON CAPTURE AND STORAGE (CCS) AND PERMANENT
CARBON DIOXIDE REMOVAL (CDR)

The Ministry of Climate, Energy and Utilities of Denmark and the Federal Department of the Environment, Transport, Energy and Communications of Switzerland acting through the Federal Office for the Environment (hereinafter referred to individually as a “Participant” and collectively as the “Participants”);

Emphasising the need for reaching the goals of the Paris Agreement, and the obligation to deliver on the Participants' respective Nationally Determined Contributions and net zero targets;

Recognizing the emphasis by, amongst others, the UN International Panel on Climate Change (IPCC) and the International Energy Agency (IEA), of the role of CCS for hard-to-abate emissions and technological CDR in achieving global climate goals;

Emphasising the important role of CCS and technological CDR in meeting national Swiss and Danish climate targets, as they can help reduce or remove greenhouse gas emissions that are otherwise difficult to abate and where no other viable options exist;

Acknowledging that the importance of CCS and technological CDR technology in the fulfilment of national climate policy goals is not an expression of diminished ambitions in relation to the green transition;

Wishing to promote mutually beneficial cooperation on the development and deployment of CCS and technological CDR. Noting in that respect the decision in the Danish Roadmap for CO₂ storage from June 2021 as well as the CCS agreement from September 2023 to work towards establishing the possibility of transporting and storing CO₂ across countries. Also noting the Swiss Climate and Innovation Act, adopted on 18 June 2023, which defines Switzerland's path to net-zero by 2050 and also noting the report by the Swiss Federal Council of 18 May 2022, which estimates remaining hard-to-abate emissions in Switzerland and underlines the importance of international cooperation, given the limited potential for storage of CO₂ in Switzerland;

Recognizing the importance of regional cooperation in supporting cross-border CCS and technological CDR infrastructure and deployment;

Acknowledging the importance of science in the promotion and development of CCS and technological CDR, and the shared aim of strengthening international cooperation on CCS and technological CDR innovation, research and technology development;

Bearing in mind that this MoU provides a general framework for cooperation between the Participants and expresses the mutual intent of the Participants to advance bilateral relations and support CCS and technological CDR development and deployment, including cost reductions and facilitating cross-border CCS and technological CDR solutions;

Have reached the following understanding:

Section 1 – Objective

The objective of this MoU is to promote the development and deployment of CCS and CDR technologies and the Participants' cooperation in this field. A framework for cooperation is hereby established to facilitate sharing of technical knowledge, advice, skills and expertise as well as to explore and promote concrete activities in the field of CCS and/or CDR with permanent storage.

Section 2 – Cooperation

The cooperation between the Participants under this MoU will be operationalized through a Joint Working Group established by and presided over by the Participants, and further consisting of representatives of the relevant national authorities.

The Joint Working Group will in particular work on the following topics of mutual interest:

- a. Sharing of information and lessons learnt from CCS and technological CDR project(s).
- b. Exploring opportunities for further cooperation on CCS and CDR, compliant with relevant international and national legislation.
- c. Preparation of a bilateral arrangement between the Participants.
- d. Exchange of knowledge, information and data on, inter alia, the latest technologies, geological infrastructure, safety in capture, transport and storage, environmental impacts and other relevant experiences relating to CCS and technological CDR.
- e. Exchange information on international CO₂ transportation infrastructure and its implication and integration with other relevant technologies and on the promotion of the availability of funding sources for CCS and technological CDR infrastructure and projects.
- f. Other subject areas as the Participants may jointly decide.

The Joint Working Group will convene at least once a year to evaluate the progress of the tasks described in this section.

Section 3 – Arrangements of the Participants

This MoU does not create any rights and obligations under international law and does not impose any financial obligations on the Participants.

All costs resulting from cooperation under this MoU are to be borne by the Participant that incurs them, unless otherwise mutually decided.

Each Participant intends to conduct the cooperation under this MoU subject to all applicable laws and regulations and subject to availability and deployment of resources and personnel.

The designated authorities responsible for the participation under this MoU will be the Swiss Federal Office for the Environment on behalf of Switzerland, and the Danish Ministry of Climate, Energy and Utilities on behalf of Denmark. Each Participant will designate a primary point of contact to coordinate the overall cooperation between the Participants for the areas described in Section 2.

Section 4 – Amendment Procedures and Dispute Resolution

This MoU may be amended at any time by the written consent of the Participants.

The Participants will, at the request of either of them, consult on any matter relating to this MoU, in the spirit of cooperation, good faith and mutual trust, to resolve quickly any difficulties or

misunderstandings that may arise.

Section 5 – Final Provisions

This MoU will come into effect upon signature and remain effective for a period of four (4) years. The MoU may continue to have effect after this initial period if the Participants so jointly decide at least three (3) months prior to the end of the initial period.

This MoU will be jointly reviewed upon written request of one of the Participants.

This MoU may be terminated by either Participant giving three (3) month's written notice to the other Participant. The termination of this MoU will not affect any on-going activities under this MoU, unless otherwise decided by the Participants.

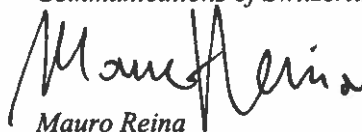
Signed in duplicate in Copenhagen on the 3rd of September 2025 each in the English language.

*The Minister for Climate, Energy and Utilities
of Denmark*



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Reina, on behalf of Federal Councillor of the
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