



**Memorandum of Understanding  
between  
the Ministry of Industry, Energy and Mining of Uruguay,  
the Ministry of Transport and Public Works of Uruguay,  
the National Ports Administration of Uruguay and  
Port of Rotterdam**

The **Ministry of Industry, Energy and Mining** (hereinafter “**MIEM**”); the **Ministry of Transport and Public Works** (hereinafter “**MTOP**”); **The National Ports Administration** (hereinafter “**ANP**”) of the Oriental Republic of Uruguay, and **Havenbedrijf Rotterdam N.V.** (hereinafter “**PoR**”), a public limited company from the Netherlands; each as “**Party**” and together the “**Parties**”;

**WHEREAS:**

- (i) The European Union (“**EU**”) is planning for a major energy transition in which green hydrogen (“**Green Hydrogen**”) will become a major component;
- (ii) PoR is Europe’s largest port and energy hub and has developed an ambitious hydrogen masterplan with which it aims to become the most important import hub for hydrogen to supply to Europe’s changing energy consumers. PoR has been instructed by the Dutch government to identify future sources of green hydrogen and derivatives for Europe and to determine how the supply chains can be kickstarted;
- (iii) Over the past decade, Uruguay has transformed its energy matrix by increasing and diversifying its renewable sources of energy generation. The country is keen on promoting environmentally sustainable production and harnessing sources of “*green competitiveness*”;
- (iv) Uruguay is well positioned to become one of the Green Hydrogen and derivatives suppliers to Europe;
- (v) On August 3<sup>rd</sup> 2020, MIEM and PoR signed a Memorandum of Understanding (MoU) which led to a successful kickstart of Uruguay’s transition to Green Hydrogen with the help of joint integrated pre-feasibility study identifying the potential for production in Uruguay and export to Europe. ANP also undertook a key role in this study.
- (vi) Uruguay has created a vision and strategy plan which was presented in a national Green Hydrogen Roadmap launched in June 2022 which includes a future export and supply of Green Hydrogen and derivatives to the EU starting just after 2025; some of the first Green Hydrogen derivatives anticipated to be synthetic fuels, such as e -jet fuels and green methanol and green ammonia production for fertilizers. For the domestic market, green hydrogen for heavy mobility (buses and trucks) is added.
- (vii) Multiple initiatives for the development of Green Hydrogen and derivatives are being developed under the framework of MIEM’s H2U program.
- (viii) Exports are expected to commence from Montevideo port but could also see new terminals developed elsewhere in Uruguay.
- (ix) ANP is keen to learn from PoR’s experience in developing integrated Green Hydrogen and derivatives infrastructure in industrial port complexes to develop the most efficient export facilities.
- (x) The Parties recognise these plans will require long-term multiple year development. Therefore, the Parties would like to establish a long-term relationship and cooperation under the terms and conditions of this MoU; and
- (xi) The Parties would like to achieve that the signing of this MoU will further enhance

mutual cooperation for promoting Green Hydrogen and other green projects in Uruguay.

**CONSIDERING** that the Parties, in the exercise of their powers, are empowered to execute this Memorandum of Understanding with the purpose of maintaining cooperation and collaboration bond related to their functions, as well as to enter into international collaboration and cooperation agreements for the fulfilment of their purposes;

**SHARING** the will to deepen institutional relations and to explore possibilities for collaboration in priority areas for the competitiveness of the respective States;

**THEREFORE**, in this regard, the Parties have agreed to the following Memorandum of Understanding, hereinafter referred to as “MoU”:

## **ARTICLE 1: OBJECT**

The Parties agree to engage in a further deepening of their relationship with the objective of exploring new opportunities of cooperation in socially and economically viable projects linked to Green Hydrogen and derivatives. The Parties agree to exchange knowledge and experiences on Green Hydrogen in general and Green Hydrogen and derivatives export specifically.

## **ARTICLE 2: AREAS OF COOPERATION**

- 2.1 The Parties agree to cooperate in the areas specified in Points 1, 2 and 3 of the Annex to this MoU, with the purpose of making concrete businesses feasible.
- 2.2 In parallel, and subject to further agreement between Parties, PoR could assist MIEM, MTOP and ANP in developing the supply chain in Uruguay and port design and operation parameters for Green Hydrogen and its derivatives, including joint presentations and matchmaking with relevant third parties, amongst others.
- 2.3 Each Party expresses its genuine willingness to consider to take part in the different studies as may be carried out by the other Party. Such participation could for example consist in providing comments, feedback and obtaining answers to any questions related to the studies. Also, the Parties will inform each other about the status and future actions to be taken in the above-mentioned studies or tasks.

## **ARTICLE 3: CURRENT LEGISLATION**

The Parties undertake to carry out the areas of cooperation referred to in this MoU, as well as any other activity carried out within this framework, respecting their respective competencies, regulations, institutional directives and applicable legislation.

## **ARTICLE 4: NO OTHER FINANCIAL OBLIGATIONS**

The Parties acknowledge and agree that this MOU does not contain other obligations than those explicitly laid down in this MOU and that this MOU does not contain any financial obligation for either Party.

## ARTICLE 5: MONITORING MECHANISMS

For an adequate follow-up of the cooperation activities developed under this MoU, the Parties designate the following Executive Units as responsible:

- A) For the MIEM, the Secretary of Energy.
- B) For the MTOP, the Directorate General Secretariat.
- C) For the ANP, the National Port System Area.
- D) For the PoR, the Director Port International.

The designated units shall be responsible for the communications, collaboration, execution and evaluation of the status of the cooperation activities carried out within the framework of this MoU.

## ARTICLE 6: DISPUTE SETTLEMENT

The Parties agree that any differences or disputes arising from the implementation or interpretation of this MoU shall be settled amicably through consultations and negotiations in good faith between the Parties.

## ARTICLE 7: AMENDMENT

This MoU may be amended by mutual agreement of the Parties in writing. Such amendments shall enter into force by the same procedures followed for the entry into force of this MoU and on the date determined by the Parties. Any amendment shall form an integral part of this MoU.

## ARTICLE 8: CONFIDENTIALITY

Parties do not anticipate that for the performance of the current MoU, disclosure of confidential information will be required. Should Parties wish to disclose or receive confidential information, Parties will conclude a separate confidentiality agreement.

## ARTICLE 9: ENTRY INTO FORCE AND TERMINATION

This MoU shall enter into force from the date of its signature and it shall remain in effect for a period of one (1) year. After the initial period, this MoU can be extended subject to further agreement between Parties.

Notwithstanding the foregoing, this MoU may be terminated by either Party upon prior written notice, with not less than ninety (90) days of notice.

## ARTICLE 10: LEGAL OBLIGATIONS

This MoU is not intended to create, nor does it create, any legal obligations for either Party. The collaboration between the Parties as described in this MoU shall not be interpreted as a partnership or any other type of legal entity or legal capacity. This MoU does not create an exclusive relationship between the Parties for the purpose of carrying out any of the activities

described in this MoU, nor does it grant either Party the authority to act on behalf of the other Party.

## ARTICLE 11: COMMUNICATIONS

Any communication and/or notice sent by one Party to the other Party shall be in writing and shall be delivered to the other Party at the addresses specified below:

### For MIEM:

Attention to: Minister of Industry, Energy and Mining,  
Mr. Omar Paganini  
email: [ministro@miem.gub.uy](mailto:ministro@miem.gub.uy)  
Address: Ministerio de Industria, Energía y Minería  
Avenida Libertador s/n esquina Paysandú, 4° floor, Montevideo,  
Uruguay

### For MTOP:

Attention to: Minister of Transport and Public Works  
Mr. José Luis Falero  
email: [ministro@mtop.gub.uy](mailto:ministro@mtop.gub.uy)  
Address: Ministerio de Transporte y Obras Públicas  
Rincón 561, 8° floor, Montevideo, Uruguay.

### For ANP:

Attention to: Manager of the National Port System Area  
Eng. Andrés Nieto  
email: [anieto@anp.com.uy](mailto:anieto@anp.com.uy)  
Address: Administración Nacional de Puertos  
Rambla 25 de agosto de 1825, N° 160, Montevideo, Uruguay

### For PoR:

Attention to: Nico van Dooren  
email: [NJA.Dooren@portofrotterdam.com](mailto:NJA.Dooren@portofrotterdam.com)  
Address: Wilhelminakade 90, 3072 AP Rotterdam, the Netherlands

## ARTICLE 12: DESIGNATED REPRESENTATIVES

For the purpose of this MOU, the contact representatives of the Parties in order to act as interlocutors shall be:

### (a) For MIEM:

Attention to: Martín Scarone  
email: [martin.scarone@miem.gub.uy](mailto:martin.scarone@miem.gub.uy)  
Address: Ministerio de Industria, Energía y Minería / Dirección Nacional de Energía  
Avenida Libertador s/n esquina Paysandú, 4º floor, Montevideo, Uruguay

**(b) For MTOP:**


Attention to: Luis Rodríguez Riesgo  
Email: [luis.rodriguezriesgo@mtop.gub.uy](mailto:luis.rodriguezriesgo@mtop.gub.uy)  
Address: Ministerio de Transporte y Obras Públicas  
Rincón 561, 8º floor, Montevideo, Uruguay

**(c) For ANP:**





Attention to: Andrés Nieto  
email: [anieto@anp.com.uy](mailto:anieto@anp.com.uy)  
Address: Administración Nacional de Puertos  
Rambla 25 de agosto de 1825, N° 160, Montevideo, Uruguay

**(d) For PoR:**

Attention to: Martijn Coopman  
email: [m.coopman@portofrotterdam.com](mailto:m.coopman@portofrotterdam.com)  
Address: Wilhelminakade 90, 3072 AP Rotterdam, the Netherlands



Either Party may, by notice in writing to the other Party, designate additional representatives or substitute the representatives designated in this Article.





Ministerio  
de Industria,  
Energía y Minería



Ministerio  
de Transporte  
y Obras Públicas

**ANP**  
ADMINISTRACIÓN NACIONAL DE PUERTOS  
República Oriental del Uruguay

**Port of  
Rotterdam**

Signed in Rotterdam, on 11<sup>th</sup> of May of 2023, in four originals, each in the Spanish and English languages, the English text prevailing over the Spanish text in the unlikely event of inconsistencies.

**For the Ministry of  
Industry, Energy and  
Mining of the Oriental  
Republic of Uruguay**

  
Mr. Walter Verri

Deputy Minister of  
Industry, Energy and  
Mining

**For the Ministry of  
Transport and Public  
Works of the Oriental  
Republic of Uruguay**

  
Mr. Juan José Olaizola

Deputy Minister of  
Transport and Public  
Works

**For the National Port  
Administration of the  
Oriental Republic of  
Uruguay**

  
Mr. Andrés Nieto

Manager of the National  
Port System Area

**For HAVENBEDRIJF  
ROTTERDAM NV**

  
Margreet Poot  
Head legal

  
Nico van Dooren  
Director New Business



## Annex

In accordance with the terms of the article 2, under the point 2.1, of this MoU between MIEM, MTOP, ANP and PoR to enable viable commercial businesses for the supply of green hydrogen and derivatives from Uruguay to PoR, the tasks to be carried out by each signatory will be.

1. MIEM will carry out the inventory of potential hydrogen and green hydrogen derivative production projects and estimates of surplus volumes for exports.
2. MTOP and ANP will share option plans for export.
3. PoR will carry out the following tasks:
  - 3.1. Introduction of potential export terminal and other logistics investors.
  - 3.2 Identify and define port design and operation parameters for Green Hydrogen and its derivatives. Assessment of port options and port requirements (including but not limited to facilities, draft (water depth), safety, etc.). Analyse and propose ToRs for consultancies to be developed regarding ports and their infrastructures and logistics.
  - 3.3. Commence specific matchmaking between all parties in the future international supply chains: producers with aggregators, with logistic service providers with infrastructure developers.

