General Agreement

between

Helmholtz-Zentrum Geesthacht
Zentrum für Material- und Küstenforschung GmbH
a company duly incorporated under the Laws of Germany, with registered office in
Max-Planck-Straße 1, 21502 Geesthacht
- HRB 285 GE (Register Court) -;

scientific organizational entity of Helmholtz-Zentrum Geesthacht
Climate Service Center Germany (GERICS)
Fischertwiete 1
D-20095 Hamburg
- Hereinafter referred to as "**HZG**" -,

and

Environmental Protection Bureau of Kaohsiung City Government
a city government administrative agency in terms of the environment protection, located in
No.834, Chengching Rd., Niaosong Dist., Kaohsiung 83347, Taiwan
herein represented by Director Chueh Wang
- Hereinafter referred to as "**KEPB**" -,

Individually referred to as "Party" and collectively as "Parties"

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Preamble

HZG as member of the Hermann von Helmholtz-Association of German Research Centres is a publicly funded non-profit research organization. In its Climate Service Center Germany (GERICS) HZG investigates specially Climate Services Research and Implementation.

HZG works in the coupling of models through system dynamics in coastal areas to test the GERICS regional modelling toolkit. HZG also has experience in regional downscaling and the development of prototypical climate service products that support decision making for adaptation.

KEPB is a primary grade institution affiliated to the Kaohsiung City Government, and is in charge of air pollution prevention, water pollution prevention, noise and vibration control, toxic chemicals control, environmental pest management, resource recycling, industrial waste control, environmental impact assessment, sustainable development, as well as environmental investigation, monitoring and inspection.

Kaohsiung is typically a coastal and marine city. It has eight major areas that have been impacted by climate change: disasters, water resources, infrastructure, agricultural production and biodiversity, industrial and energy supply, land use, coast, and health. While global climate change is creating more extreme weather events, the Kaohsiung City Government has long been committed to promoting mitigation and adaptation actions. The primary goal of KEPB is to create a high-quality environment for citizens.

The parties intend to co-operate in the field "climate adaptation in Kaohsiung city".

1. Subject of Agreement

1.1 This Agreement is made to establish a formal link between HZG and KEPB and to provide a framework for the performance of joint programs, projects and other joint activities in the field of "climate adaptation in coastal cities".

1.2 Cooperation projects: Communicate, construct and develop scientifically based assessment tools to formulate adaptation policies to enable more efficient, accurate and cost-effective decision making.

2. Forms of Cooperation

The cooperation may comprise the following actions:

a) Joint acquisition and performance of Research & Development projects under European, Kaohsiung City and international programs as well as contract

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research and consulting services.

b) Training of scientists and other experts especially by the exchange of personnel.

c) Exchange and dissemination of scientific information especially by the organization of meetings, workshops, conferences etc.

d) Exchange and joint use of equipment.

e) Other activities to be agreed upon.

3. Organization and Coordination

3.1. For the purpose of coordinating individual actions under this Agreement, the Partners shall each nominate one member of their staff as a Coordinator. The contact details are stated below:

For HZG:

Climate Service Center Germany (GERICS)
Helmholtz-Zentrum Geesthacht
Prof. Dr. Daniela Jacob
Fischertwiete 1
20095 Hamburg
Telefon: +49 (0)40 226 338-406
Fax: +49 (0)40 226 338-163
E-Mail: Daniela.Jacob@hzg.de

For KEPB:

Environmental Protection Bureau of Kaohsiung City Government(KEPB)
Mr. Yi-Tsen Chen
No.834, Chengching Rd.
Niaosong Dist., Kaohsiung 83347
Taiwan (ROC)
Tel: +886-(0)7-7351500 ext.2508
Fax: +886-(0)7-7351530
Email: b2013@kcg.gov.tw

3.2. If there are further individual actions, the Coordinators shall prepare a additional and specific proposal illustrating further details.

3.3. Such individual action proposals shall be regarded as agreed upon by the Parties and be carried out in accordance with the general terms and conditions of this Agreement after being approved by the management of both Partners in writing.

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4. Exchange of Personnel

The contracting parties are able to conduct staff exchange for climate change adaptation information and technology communication. The exchange of personnel will happen in the forms of invitation of guests to the host institutes and business trips to be agreed by both parties. The delegation partner shall oblige his personnel to be delegated to respect the instructions of the receiving partner and to comply with the general and safety regulations of the receiving partner. The receiving partner will not take out any insurance policies for the persons sent by the delegating partner. It is recommended that the respective persons have special accident, health, and liability insurance for their stay at the receiving partner.

5. Confidentiality

5.1. During the contract period, both parties shall uphold the principles of mutual trust and confidence. Any information to be disclosed to third parties shall be informed or agreed by the other party.

5.2 The provisions agreed upon herein with the respect to Information shall not apply to:

a) Information which is proven to have been already known to the Receiving Party before disclosure or it is at any time developed by the Receiving Party independently of and without the benefit of any such disclosure,

b) Information which has been publicly known and available for general access prior to the disclosure,

c) Information which is or becomes publicly known without any contribution or fault by the Receiving Party,

d) Information having been disclosed or made accessible to the Receiving Party by an authorized third party,

e) Information which has to be disclosed due to a court decision or decision by a public authority with legal effect, provided that the Receiving Party informs the Disclosing Party about the disclosure in time and provides, upon the Disclosing Party's request, reasonable assistance to the Disclosing Party to prevent the disclosure,

f) Information which is explicitly approved for release by written authorization by the Disclosing Party.

6. Data privacy

The partners undertake to safeguard the applicable legal requirements for the protection of personal data to which they receive access or about which they obtain knowledge on the basis of the collaboration in accordance with this contract.

i. For the purposes of this contract, "personal data" in accordance with Art. 4(1) of the European General Data Protection Regulation (GDPR) means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier, or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person (e.g. first names, surnames, or email addresses).

ii. If a partner, in connection with this contract, collects, processes, stores, or transfers personal data or carries out other processes in connection with personal data (together referred to as "data processing"), this partner is responsible for the safeguarding of the legal data protection requirements for the handling of these data. This includes, in particular, the obligation to
   - check the legal conformity of the data processing, particularly if legally applicable in accordance with Art. 5 and 6 GDPR,
   - provide information to and be transparent vis-à-vis the data subjects, particularly if legally applicable in accordance with Art. 12 et seqq. GDPR,
   - implement suitable and appropriate technical and organisational protective measures during data processing, which correspond to the latest technology.

7 Publication

7.1 Publications about the cooperation and/or the results thereof intended by one party shall be submitted to the other party by sending a complete documentation of the proposed publication (e-mail being sufficient).

7.2 The latter shall review the submitted materials and, within thirty (30) days after their receipt, inform the former in writing (e-mail being sufficient) of its response. No party shall unreasonably refuse to give consent. Such publications shall bear a reference indicating that the respective research has been initiated under this Agreement.

7.3 If the proposed publication contains confidential or proprietary information of the other party, this party will have the right to demand that the confidential or proprietary information be deleted from the publication by adjusting the publication to the indispensable extent needed to protect the confidentiality interests. Any adjustment shall take into account the legitimate interest of the publishing party.

7.4 Unless the other party, within thirty (30) days of receipt of the complete documentation

53

of a proposed publication (original text), objects to such publication or demands that confidential or proprietary information be deleted, the party's consent shall be deemed given.

7.5 Notwithstanding the foregoing provisions of Article , the Parties shall plan and offer to one another the possibility to make joint publications based on their co-operation in the project. Only if the other Partner has refused to participate in preparing a joint publication, or has failed to contribute sufficiently to be named as a co-author of the publication despite having been provided with an opportunity to do so, can the other Partner proceed to make a publication on its own. The authors shall acknowledge important work and intellectual contribution of the other Partner in the publication.

7.6 The Partners shall be responsible to each other for making their employees engaged in the cooperation undertake to fulfil the obligations arising out of this Article.

7.7 In the event that the Partners' own know-how is inseparably merged with the other Partner's own know-how, the Partners shall agree separately on the right to use and disclose to third parties such know-how.

7.8 The Parties agree that as far as student theses, doctoral or habilitation projects are affected by the work in projects arising from this agreement, the parties will take due account of the legal obligations and legitimate interests of the affected students, doctoral candidates or post-doctoral students but only in accordance with obligations arising out of this Article. If required, the examiners shall be appointed by KEPB under an agreement of confidentiality between KEPB and the examiners.

7.9 The obligations stated in this Article shall continue to apply for two (2) years after the expiration of this Agreement.

8. Intellectual Property

8.1 Each Party will remain the owner of any knowledge (including, but not limited to, know-how, copyrights, computer programs, inventions, and any intellectual property rights applied for or granted for such inventions) gained or developed prior to the individual action proposals under this Agreement and will remain unaffected hereby.

8.2. Each Party shall, on request, grant the other Party a license on fair and customary market conditions reasonable terms, to use any Background Intellectual Property for the exploitation of the results (Article 8.1) unless such granting of rights of use is excluded by contracts with third parties.

9. Use of Results

Unless not separately and differently agreed in the separate Agreements for each project undertaken, the partner agree as follows:

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9.1 "Results" are findings obtained during performance of the project and documented in drawings, descriptions and test arrangements as well as models developed and other development items. Each Partner shall own the results, which are generated solely by it. However, where the results have been generated jointly by the Partners, and where it is not possible to establish the respective contribution of each Partner, or separate the respective contributions of each Partner for the purpose of applying for, obtaining or maintaining protection of the results, such results shall be jointly owned.

9.2 The parties shall grant each other free of charge a non-exclusive and non-transferable right to use all information and result arising from the joint project undertaken for the purpose and during the term of that separate Agreement.

9.3 Upon termination of the separate Agreement the Partners will allow each other a non-exclusive and non-transferable right of use with respect to any jointly owned results. Such right shall be free of charge as far as use for scientific and educational purposes is concerned. If a Partner intends to use such right commercially he shall agree with the Partner in writing on a reasonable license fee to be paid for such use.

9.4 With respect to any results arising from work which one partner has performed alone without a contribution of the other Partner, both Partners shall grant to each other the option to receive a non-exclusive, non-sublicensable and non-transferable license for customary market conditions and use these results in accordance with appropriate conditions to be negotiated in each individual case.

9.5 If necessary, the parties will specify this in a separate agreement.

10. Liability

10.1. The Partners will not hold each other liable for any damage caused by its personnel to the personnel or equipment of the other party whilst performing tasks under this agreement or any financial damage, or indirect or consequential damage, unless such damage has been caused deliberately or by gross negligence.

10.2. The Partners will not hold each other liable for any damage resulting from the use of information and data submitted.

11. Financial Conditions

Unless not separately and differently agreed, each Partner bears the costs of its respective part of work.

12. Modifications

All modifications and additions to this Agreement shall be made in writing. If any provision contained in this Agreement should be unenforceable, it shall be assumed

93

that the remaining provisions are intended to remain in force. In such a case, however, the Partners shall endeavour to replace the unenforceable provision with one which comes closest in its commercial result to that which was intended by the unenforceable provision.

13. Export Control

Shipments and services (the fulfilment of contract) shall be under the proviso that fulfilment is not being restricted by any national or international regulations, particularly export control regulations and embargoes or any other restrictions. The contract partners shall obligate themselves to provide all information and documentation needed for the export/ domestic shipment/ import. Delays caused by export checks or licensing procedures shall override any lead times or deadlines stipulated. If any required licenses for certain items cannot be obtained, the contract shall be considered as not concluded regarding the items in question; because of this and of above mentioned transgression of deadlines, any claims for damages shall be excluded.

14. Entry into Force, Duration, Termination

14.1 This contract is effective on 01.03.2020 and is initially valid for a time period of three years. It will be reviewed in the course of the third year of operation and may, six months before the expiry of this contract, be extended by mutual written agreement by a further three years or a time frame that both partners agree on under the same conditions.

14.2 In case of termination current actions shall be completed unless the Partners agree otherwise.

15. Disputes

This contract is subject exclusively to the law of the Federal Republic of Germany. The sole place of jurisdiction for any disputes within the framework of this contract is Hamburg.

53

In Witness hereof, the parties hereto have executed this Agreement.

Geesthacht, 12.3.2020
Helmholtz-Zentrum Geesthacht
Zentrum für Material- und Küstenforschung GmbH

ppa. Dr. Iris Ulrich

Silke Simon
Kaufmännische Geschäftsführerin

No.834, Chengching Rd., Niaosong Dist., Kaohsiung 83347, Taiwan (ROC)
Environmental Protection Bureau of Kaohsiung City Government

Director Chueh Wang