



GLOBAL COOPERATION AGREEMENT



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THIS GLOBAL COOPERATION AGREEMENT, made this 6th day of December, 2017 is by and between **NACE International**, a non-profit corporation organized under the laws of the State of Texas, in the United States of America who maintains its principal offices at 15835 Park Ten Place, Houston, Texas 77084-51456 USA ("**NACE**") and the **Active Shipbuilding Experts' Federation**, a shipbuilders' organization representing national shipbuilders of each IMO Member State, having its principal place of business on a rotating basis at one of the member head offices ("**ASEF**").

RECITALS

- I. NACE is an international technical society that sponsors professional training and certification courses and offers other products and services related to the prevention and control of corrosion.
- II. ASEF is an international organization representing the shipbuilding industry that contributes to sound development of international maritime transportation and further enhancement of the world maritime safety, marine environmental protection, and maritime security, through technical communication and cooperation.
- III. NACE and ASEF desire to enter into a nonexclusive relationship designed to provide effective interchange between each organization and its member to improve scientific and technological progress in corrosion-mitigation, and to serve local interests through coordinated efforts aimed at leveraging, cooperating and partnering.

AGREEMENTS

In consideration of the recitals and the mutual covenants contained herein, NACE and ASEF agree as follows:

1. **Nonexclusive Affiliation**. NACE and ASEF agree to work together on a nonexclusive basis pursuant to the terms of this Agreement to implement opportunities for mutually beneficial cooperation to improve technological progress in corrosion-mitigation. ASEF acknowledges that NACE has the right to work with other parties within ASEF's territory.
2. **Transfer Knowledge**. NACE and ASEF will transfer knowledge on technological trends in the field of corrosion prevention.
3. **Standards**. NACE develops Standards for the benefit of Industry and desires to have such Standards used by those who can benefit from the technology and guidance provided in the Standards. As NACE and ASEF desire to enter into a nonexclusive relationship designed to provide effective interchange between national and international organizations to improve scientific and technological progress in corrosion-mitigation, a separate agreement between NACE and ASEF may be entered into for the adoption of NACE Standards by ASEF; a separate agreement between NACE and ASEF may be entered into for the adoption of the ASEF's Standards by NACE; and/or a separate agreement between NACE and ASEF may be entered for jointly-developed Standards.

4. **Reciprocities.** The parties will engage in mutually beneficial reciprocities to include, but not limited to:

(a) **Website Reciprocal Hotlinks.** NACE and ASEF will maintain on their organization's website a reciprocal hotlink to the others website. Each will not be responsible for the content or privacy practices of the others website. It should be encouraged that users read the privacy statements of the others website.

(b) **Membership Technological Benefit Reciprocity.** NACE and ASEF will mutually offer to the other complimentary benefits on technological matters that each of their respective members can enjoy. Through the knowledge of such technological matters, the parties will promote each other's membership and events, through their web site information.

(c) **Access to www.NACE.org.** NACE will offer a *registered user* access to www.NACE.org to the members of ASEF's association. This access allows the *registered user* to create a profile page and access to www.NACE.org, but does not give free access to the NACE Standards and/or offer discounts on purchases.

(d) **Hospitality Reciprocity.** NACE will consider allowing ASEF's members to hold informational meetings on NACE premises in the areas where there is not an ASEF facility. NACE will consider allowing ASEF's members to hold informational meetings at the NACE Annual Corrosion Conference. ASEF will consider allowing NACE members to hold informational meetings on their premises in areas where there is not a NACE facility. ASEF will consider allowing NACE members to hold informational meetings at ASEF's Annual Conference. ASEF will manage and send requests directly to NACE Headquarters at least 90 (ninety) days prior to date of requested meeting; NACE will manage and send requests for meetings directly to ASEF at least 90 (ninety) days prior to date of requested meeting.

(e) **Reciprocal Technical Committee Participation.** NACE International technical committees evaluate technologies and industry needs that impact the corrosion industry. Any person being a member of a technical committee of ASEF's will be encouraged to participate in the relevant technical activities in accordance with NACE Technical Committee guidance.

5. **Annual Conference Attendance.** The parties shall extend an invitation to each other for a representative to attend each respective Annual Conference without payment of registration and banquet fees. ASEF's members can purchase full conference registration to NACE annual conference at the NACE member price.

6. **Digital Marketing of Events.** The parties will digitally publicize events organized by the other. Any additional event advertising shall be arranged through normal channels.

7. **Coordination of Responsibilities.** The executive functions described in this agreement will be handled directly by designated individual(s) of each organization.

8. **Independent Contractors.** NACE and ASEF are independent organizations. Neither shall be considered an agent or legal representative of the other for any purpose; neither organization nor its members, directors, officers, agents or employees shall be or be considered agents or employees of the other. Neither organization nor its agents, employees or representatives shall have any authority to represent or bind the other organization in any contract with any third party.

9. **Term and Termination.**

(a) **Term.** Unless terminated as provided below, this Agreement shall be effective on the date hereof and shall be in effect for a period of two years, and thereafter shall be automatically renewed for additional one-year terms, unless one party sends written notice to the other of its intent to terminate or modify at least 30 days prior to the date of expiration of the then current term.

(b) **Termination.**

i. This Agreement may be terminated by either organization:

a) with or without cause, effective 30 days after providing notice to the other Partner in accordance with this Agreement; or

b) if any law or regulation is or will be adopted or is in effect that would invalidate any provisions hereof, effective immediately upon written notice to the other organization.

10. **General Provisions.**

(a) **Entire Agreement.** This document represents the entire agreement between the parties in relation to the Global Cooperation Agreement disclosed hereunder, and supersedes all other agreements and representations, whether oral or written, with respect to such Global Cooperation Agreement. For the avoidance of doubt, this Agreement does not supersede any Non-Disclosure Agreements entered into between the parties prior to the date of this Agreement. This Agreement may only be modified if such modification is in writing and signed by a duly authorized representative of each party.

(b) **Notices.** Notices or any other communications in connection with this Agreement shall be in writing in English and shall be delivered in person or by registered or certified mail, return receipt requested, addressed to the Parties at the addresses set forth below.

ASEF:

ASEF Headquarter/Secretariat
15 Yuetan North Street
Beijing, 100861, China
Attn: Wei Fan
Title: ASEF Secretary General
Email: asef-secretariat@asef2015.com
Telephone: +86-18612987871

NACE:

NACE International
15835 Park Ten Place
Houston, Texas 77084 USA
Attn: Buddy Reams
Title: Chief Maritime Officer
Email: buddy.reams@nace.org
Telephone: +1-281-228-6254

Notices shall be deemed delivered and shall be effective when received if delivered in person or by messenger or when posted if by registered or certified mail.

Either organization may give notice or communicate by electronic means with a Receipt of Delivery Request satisfied. Notice given by such means shall be deemed delivered and shall

be effective on the first business day following receipt of such notice if promptly confirmed by notice in accordance with the preceding paragraph.

(c) **Language.** The English version of this Agreement shall govern and control any translation of the Agreement into any other language.

(d) **Dispute Resolution.** Any dispute or claim arising out of or relating to this Agreement shall be solved by discussion between NACE and ASEF.

(e) **Authority of Signatories, Digital Signatures.** Each signatory hereto agrees and warrants that he or she has full power and authority to sign this Agreement on behalf of and to bind the party for whom signing. Each party represents that its full legal name is stated below.

Either organization may submit this Agreement to the other by electronic exchange, and such execution shall be binding, and the organizations shall provide originally signed copies to each other within fifteen (15) days. This Agreement must be signed by each organizations representative with signatory authority.

ASEF

By: 
Minjun Chen

Title: Current Chairman

Date: 6 December 2017

NACE INTERNATIONAL

By: 
Wilford R. Reams III "Buddy"

Title: Chief Maritime Officer

Date: 6 December 2017