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(2012)

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE MINISTRY OF NATIONAL DEFENCE OF THE  
REPUBLIC OF LITHUANIA**

**AND**

**THE SWEDISH ARMED FORCES**

**CONCERNING**

**CO-OPERATION IN THE FIELD OF MILITARY  
GEOSPATIAL INFORMATION**

## INTRODUCTION

The Ministry of National Defence of the Republic of Lithuania and the Swedish Armed Forces (SwAF), hereinafter referred to as “the Participants”;

HAVING REGARD TO the provisions of the Agreement Between the Parties to the North Atlantic Treaty Regarding the Status of Their forces, done in London on 19 June 1951 (hereinafter referred to as the NATO SOFA) and the Agreement among the States Parties to the North Atlantic Treaty and the Other States Participating in the Partnership for Peace regarding the Status of their Forces (PfP SOFA), done in Brussels on 19 June 1995;

RECOGNISING General security arrangement between the Government of the Republic of Lithuania and the Governemnet of the Kingdom of Sweden concerning the protection of classified information, dated 21/03/2002, and any successive security agreement between the Participants;

HAVING REGARD TO Memorandum of Understanding between the Ministry of National Defence of the Republic of Lithuania and the Swedish Armed Forces concerning enhancing military security co-operation, dated 20/08/2002;

Have reached the following understanding:

### SECTION 1

#### DEFINITIONS

For the purpose of this Memorandum of Understanding (MOU) the expressions below are defined as follows:

- Defence use*                      *Defence use is the use in any part of the world by or for the Armed Forces of either Participant, including contractors working in support of Defence requirements, but not including sales or transfers to third parties.*
- Governmental use*              *Governmental use is the use in any part of the world by or for the Government of either Participant, including contractors working in support of governmental requirements, but not including sales or transfers to third parties.*
- MGI*                                      *Military Geospatial Information. MGI includes, but is not limited to, facts about the earth and its atmosphere referenced by geographic position and arranged in a coherent structure. This includes topographic, aeronautical, hydrographical, geo-referenced imagery, planimetric, relief, thematic, geodetic, geophysical products, data information, gazetteers, publications and materials. These will be available in either analogue (maps and charts (air and maritime)) or digital formats.*

## SECTION 2

### PURPOSE

The purpose of this MOU is to further co-operation between the Participants on matters specified in Section 3 Scope.

## SECTION 3

### SCOPE

1. This MOU covers the supply and/or exchange of MGI and services as follows:
  - a. *maps and aeronautical/nautical charts;*
  - b. *digital geospatial data;*
  - c. *hydrographical, geophysical, oceanographic and meteorological data;*
  - d. *technical documents and information on technological developments;*
  - e. *catalogues;*
  - f. *training (including the exchange of personnel);*
  - g. *research and development initiatives;*
2. Details on the MGI to be supplied and/or exchanged as well as the transmission details and addresses to be used by the Participants are found in Annex A, which is an integral part of this MOU.

## SECTION 4

### MUTUAL RESPONSIBILITIES

1. Subject to paragraph 2 below, MGI supplied and/or exchanged under this MOU will be used solely for Defence and/or Governmental use of the receiving Participant, and the receiving Participant will, in accordance with applicable national and international law, take all steps necessary to prevent any unauthorised disclosure or use of such information.
2. MGI supplied and/or exchanged under this MOU will normally carry a copyright marking and, where applicable, handling notes. Each Participant will handle and use the received MGI in accordance with the national copyright and release restrictions for the MGI provided by the other Participant. Copying of the MGI is regulated in Section 6.
3. The supply and/or exchange of MGI will be as comprehensive as possible, except where reasons of national security or the rights of third parties prevent this.

4. The supply and/or exchange of MGI, including but not limited to that which is enumerated in Annex A, will be made free of charge and subject to availability and to any applicable national security or third party restrictions.
5. Delivery costs will be borne by the providing Participant. Delivery costs include costs up to and including regular delivery at the receiving Participant's normal workplace. Any unforeseen costs related to restrictions on import to the country of the receiving Participant will be borne by the receiving Participant. In case of supplying a large consignment, the providing Participant and the receiving Participant in each case will take separate decision and confirm the means of delivery and cost sharing.

## **SECTION 5**

### **APPLICATION OF THIS MOU**

This MOU is to be applied in accordance with national and international law. Should a conflict nevertheless occur, national and international law will prevail. In case of such conflict, the Participants will notify each other in writing.

## **SECTION 6**

### **COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS**

1. All permissions defined in this MOU are granted free of any copyright or other charges, in recognition of the production and operational support provided by one Participant for the other Participant.
2. The Participants grant each other non-exclusive licenses to reproduce, adapt, disseminate, and use as source material, in accordance with the mutual responsibilities under this MOU.
3. The permissions granted in this MOU only cover reproduction of copyrighted MGI for Defence and/or Governmental use of the Participants. They do not cover the commercial use, including publication and sale, of such reproduced MGI.
4. Arrangements on copyright issues for items co-produced by the Participants will, if required, be made between the Participants only on a case-by-case basis.
5. The Participants will ensure, by all reasonable means, that the Intellectual Property Rights (IPR) in MGI supplied and/or exchanged under this MOU are not misused by a Participant or a third party.
6. If a Participant creates a product primarily using source material provided by the other Participant, considerations relating to copyright, IPR and release to any third parties will be defined between the Participants only on a case-by-case basis.

7. If a Participant receives information of a third party violation of copyright, IPR or release, that Participant will inform the other Participant without delay. Any actions will be decided upon by mutual determination of the Participants.
8. Each Participant may, for Defence and/or Governmental use only and with prior permission of the providing Participant, reproduce or modify by any chosen method the MGI provided by the other Participant under this MOU. Any existing copyright and handling notes must appear on reproduced material. The modified MGI will respect the copyright of the providing Participant, in accordance with guidance from the providing Participant.
9. Hardcopy MGI supplied and/or exchanged under this MOU may, for Defence and/or Governmental use, be converted to a digital format without requiring additional approval from the providing Participant. Such conversions will acknowledge the copyright of the providing Participant, in accordance with guidance from the providing Participant. The Participant undertaking the conversion of the hardcopy MGI will provide a copy of the digital format to the other Participant as soon as possible after the conversion.
10. Participants will, upon request, supply one copy of all compatible applications software, related to any digital data created under paragraphs 2 or 3 of this section or other suitable means of viewing and assessing the converted MGI. This copy will be given to the other Participant free of charge.

## **SECTION 7**

### **STATUS OF AND JURISDICTION OVER EXCHANGED PERSONNEL**

The status of and jurisdiction over personnel exchanged under this MOU will be governed in accordance with the NATO and PfP SOFA.

## **SECTION 8**

### **SECURITY**

1. The Participants intend primarily to supply and/or exchange unclassified information under this MOU. However, any classified information supplied and/or exchanged in connection with this MOU will be used, transmitted, stored, handled and safeguarded in accordance with applicable security agreements between the Participants.
2. International visits involving classified information will be co-ordinated in accordance with the provisions of applicable security agreements.

## **SECTION 9**

### **CLAIMS AND LIABILITY**

Claims arising out of or in connection with this MOU or follow-on arrangements will be dealt with in accordance with Article VIII of the NATO SOFA. Claims not covered by the

NATO SOFA will be dealt with by the Participants involved on a case-by-case basis in accordance with applicable national and international law.

## SECTION 10

### MODIFICATIONS

1. This MOU may be modified at any time, in writing, with the mutual consent of the Participants. Agreed modifications are integral part of this MOU and will come into effect on the date of the last signature.
2. Appendices I and II to the Annex A to this MOU may be modified at any time by written consent between the Participants. Such modifications will not cause any amendments to this MOU.

## SECTION 11

### DISPUTES

Any dispute regarding the interpretation or application of this MOU will be resolved by consultation between the Participants.

## SECTION 12

### ENTRY INTO EFFECT, DURATION AND TERMINATION

1. This MOU becomes effective upon the date of last signature and will remain in effect for an unlimited period of time, unless terminated by mutual written consent or by either Participant giving at least 3 months written notice of termination to the other Participant. In the event of termination each Participant will continue to comply with all the restrictions pertaining to the disclosure and use of MGI supplied and/or exchanged by the other Participant until advised by the other Participant that these restrictions are no longer applicable.
2. This MOU was done in two original copies in the English language.

**For the Ministry of National Defence of  
the Republic of Lithuania**

Vilmantas Tamošaitis  
Colonel  
Chief of Joint Headquarters

Date ..... 05-09-2012 .....  
Place ..... Vilnius .....

**For the Swedish Armed Forces**

Berndt Grundevik

~~Anders Brännström~~  
Major General  
Director of C3

Date ..... 9 October 2012 .....  
Place ..... Stockholm .....

**ANNEX A**

TO THE MEMORANDUM OF UNDERSTANDING BETWEEN  
THE MINISTRY OF NATIONAL DEFENCE OF THE REPUBLIC OF  
LITHUANIA

AND

THE SWEDISH ARMED FORCES

CONCERNING  
CO-OPERATION IN THE FIELD OF MILITARY  
GEOSPATIAL INFORMATION

**SUPPLY OF MILITARY GEOSPATIAL INFORMATION**

## 1. PURPOSE

The purpose of this Annex is to define the arrangements for the supply and/or exchange MGI between the Participants in support of Lithuanian and Swedish Defence and/or Governmental use. In furtherance of this mutual objective, this Annex defines the procedures to be used.

## 2. POINTS OF CONTACT (POC)

- a) The primary point of contact (POC) at the Ministry of National Defence of the Republic of Lithuania will be:

Military mapping centre of Lithuanian Armed Forces  
Muitinės g. 4  
LT-4302 Domeikava  
Kauno raj.  
Lithuania

Policy and MOU:

Tel. (+370) 5 211 3921  
Fax: (+370) 5 211 3992  
E-mail: apolonas.timofejevas@mil.lt

Request for products

Tel. (+370) 6500 3801  
Fax: (+370) 37 477574, 6500 3804  
E-mail: kkc@mil.lt

Map Depot / Notice of Intent to Print  
(NIPs)

Tel. (+370) 6500 3801  
Fax: (+370) 37 477574, 6500 3804  
E-mail: kkc@mil.lt

Multinational Geospatial Co-  
production Program (MGCP)

Tel. (+370) 6500 3801  
Fax: (+370) 37 477574, 6500 3804  
E-mail: kkc@mil.lt

- b) The primary point of contact (POC) at SwAF will be:

Swedish Armed Forces  
Training & Procurement  
(Command & Plans)  
SE-107 85 STOCKHOLM  
Sweden

Policy and MOU:

Tel. +46 8 788 97 65  
Fax: +46 8 788 75 96  
E-mail: mikael.tarandi@mil.se

Request for products

Tel: +46 8 5348 93 22  
Fax: +46 8 5348 93 13  
E-mail: geo-se@lm.se

CC: peter.laag@lm.se

Map Depot / Notice of Intent to Print  
(NIPs)

Tel: +46 8 5348 93 22  
Fax: +46 8 5348 9313  
E-mail: geo-se@lm.se  
CC: peter.laag@lm.se

Multinational Geospatial Co-  
production Program (MGCP)

Tel: +46 8 5348 9317  
E-mail: susanne.astell@lm.se

c) POC Responsibilities

- In compliance with the Appendices to this Annex and on request the specified POCs will supply each other with the hardcopy, repro materials and digital GeoInfo products, and related materials.
- The POCs will lay down the detailed arrangements for the implementation of regular exchange, including Automatic Distribution (Autodist) procedures and the scope of the hardcopy and digital GeoInfo products to be provided.
- In the event of classified hardcopy, repro materials and digital GeoInfo products being provided, the POCs will ensure compliance with the applicable security regulations.

**DELIVERY ADDRESSES**

- a) MGI supplied by Military mapping centre of Lithuanian Armed Forces to SwAF will be addressed as follows:

**For routine library distribution and digital products:**

Swedish Armed Forces Geographic Support Establishment (Geo SE)  
Box 24274  
SE-104 51 STOCKHOLM  
SWEDEN

**For stock distribution:**

Swedish Armed Forces Geographic Support Establishment (Geo SE)  
Godsmottagningen Garnisonen  
Banergatan 30  
SE-115 23 STOCKHOLM  
Sweden

- b) MGI supplied by Military mapping centre of Lithuanian Armed Forces to SwAF for support to SwAF exercising in Lithuania:

MGI will be supplied to the host unit for collection by the SwAF exercising in Lithuania.

- c) MGI supplied by SwAF to Military mapping centre of Lithuanian Armed Forces will be addressed as follows:

**For routine library distribution and digital products:**

Military mapping centre of Lithuanian Armed Forces  
Muitinės g. 4  
LT-4302 Domeikava  
Kauno raj.  
Lithuania

Mark the shipment/custom declaration with: XYZ

**For stock distribution:**

Military mapping centre of Lithuanian Armed Forces  
Muitinės g. 4  
LT-4302 Domeikava  
Kauno raj.  
Lithuania

Mark the shipment/custom declaration with: XYZ

- d) Materials supplied by SwAF to Military mapping centre of Lithuanian Armed Forces for support to Lithuanian Armed Forces exercising in Sweden:

MGI will be supplied to the host unit for collection by the Lithuanian Armed Forces exercising in Sweden.

**3. MGI / SERVICES TO BE SUPPLIED AND/OR EXCHANGED**

- a) MGI on routine distribution are listed in the Appendices to this Annex. Additional stock copies will be provided on request.
- b) Military mapping centre of Lithuanian Armed Forces and SwAF grant each other permission to reproduce mapping produced and supplied by the other organisation if additional copies of the mapping cannot be supplied in time.
- c) Other products will be provided on request, subject to availability and any national security or third party restrictions.
- d) The Notice of Intention to Print (NIPs) system will only be used for releasable products in Lithuania and Sweden which are new, not listed in GEOSTAR or the national catalogue, or printed to support an exercise.
- e) Support to Multi-national Operations: Military mapping centre of Lithuanian Armed Forces and SwAF will supply one copy of any MGI held, where required to assist the other in support of UN or other multi-national contingency planning or operations. Where both Participants are engaged in production to support a Multi-national Operation, both consent to cooperate to prevent unnecessary duplication.

- f) For Defence and/or Governmental use, Military mapping centre of the Lithuanian Armed Forces and SwAF may reproduce or modify each other's MGI provided under this Annex. Any existing copyright and handling notes will appear on reproduced material. Modified MGI will acknowledge the copyright of the providing Participant, in accordance with guidance from the providing Participant. Subject to the national laws of the Participants, the reproduced or modified MGI may not be provided to third parties without prior consent of the providing Participant.
- g) Military mapping centre of Lithuanian Armed Forces and SwAF will assist each other to make contact with national organisations with which the other organisation wishes to do business.
- h) Consideration will be given to any requests from either SwAF or Military mapping centre of Lithuanian Armed Forces for the provision of training, exchange of personnel or exchange of information on research and development initiatives on a case-by-case basis.

#### **4. IMPLEMENTING REGULATIONS**

- a) The Participants agree to evaluate once annually, on a mutually agreed date after 31 December, in a meeting or by the exchange of correspondence, the degree to which the overall obligations as defined by this MOU regulating its implementation have been fulfilled. The Participants undertake to exchange information on the status, as at 31 December of the previous year, of joint programmes, provided/received MGI and services by March 31 after the current year.
- b) The Participants agree that MGI, supplied on request must ensure the principle of equity.
- c) The Participants will annually perform a joint evaluation of the results of the actions taken under this MOU to establish whether a satisfying balance in terms of MGI received by either Participant has been attained. Balanced implementation of this MOU is considered attained when the Participants declare their satisfaction that the results of joint programmes adequately meet the military geographic requirements of their respective armed forces.
- d) In assessing whether a balance as defined by this MOU has been attained, the combined results of all exchanged activities undertaken shall be used as a basis. If, during the annual evaluation, the Participants cannot agree that a balance has been attained, action to eliminate the imbalance shall be specified on an annual basis; imbalances must not be carried forward. Any jointly established imbalances may be compensated, as mutually agreed, in the form of MGI, services or other support provided. The Participants agree to perform this evaluation not later than 30 June of the following year.

**APPENDIX I TO ANNEX A – PRODUCTS FROM MILITARY MAPPING  
CENTRE OF LITHUANIAN ARMED FORCES**

Topographic maps, catalogues and publications						
Item	Data Type	Description	Coverage	#	Scale	Remarks
1.	MAP	City Graphic	Vilnius, Kaunas, Klaipėda, Šiauliai		1 : 20 000	On request
2.	MAP	Military Training Area Map	Pabradė, Rukla, Kazlų Rūda, Kairiai		1 : 25 000	On request
3.	Map	The Topographic Map	Lithuania		1 : 50 000	On request
4.	Map	The Topographic Map	Lithuania		1 : 100 000	On request
5.	MAP	JOG (land)	Lithuania		1 : 250 000	On request
6.	Map	The Overview Map	Baltic states (LTU, LVA, EST)		1 : 500 00	On request

Aeronautical charts and products						
Item	Data Type	Description	Coverage	#	Scale	Remarks
1.	MAP	JOG (air)	Lithuania		1 : 250 000	On request
2.	MAP	LFC	Baltic states (LTU, LVA, EST)		1 : 500 000	On request

Digital data						
Item	Data Type	Description	Coverage	#	Scale	Remarks
1.	Raster	City Graphic (PDF, TIFF, JPEG)	Vilnius, Kaunas, Klaipėda, Šiauliai		1 : 20 000	On request
2.	Raster	Military Training Area Map (PDF, TIFF, JPEG)	Pabradė, Rukla, Kazlų Rūda, Kairiai		1 : 25 000	On request
	Raster	The Topographic Map (TIFF, GEOTIFF,	Lithuania		1 : 50 000	On request

		JPEG)				
3.	Raster	The Topographic Map (TIFF, GEOTIFF, JPEG)	Lithuania		1 : 100 000	On request
4.	Raster	JOG land (TIFF, GEOTIF, JPEG)	Lithuania		1 : 250 000	On request
5.	Raster	JOG air (TIFF, GEOTIF, JPEG)	Lithuania		1 : 250 000	
6.	Raster	The Overview Map ((PDF, TIFF, JPEG)	Baltic states (LTU, LVA, EST)		1 : 500 00	On request
7.	Raster	LFC (PDF, TIFF, JPEG)	Baltic states (LTU, LVA, EST)		1 : 500 000	On request

<b>Miscellaneous</b>						
Item	Data Type	Description	Coverage	#	Scale	Remarks
1	General	Orthophoto maps, Geo TIFF	Lithuania			On request
2	Cat.	Updated map catalogues				On request

Military mapping centre of Lithuanian Armed Forces provides on request, every releasable product not mentioned above.

## APPENDIX II TO ANNEX A – PRODUCTS FROM SwAF

<b>Topographic maps, catalogues and publications*</b>						
<b>Item</b>	<b>Data Type</b>	<b>Description</b>	<b>Coverage</b>	<b>#</b>	<b>Scale</b>	<b>Remarks</b>
1	Maps	The Topographic Map (244 map sheets)	Sweden		1:50.000	On request
2	Maps	The Road Map (79 map sheets)	Sweden		1:100.000	On request
3	Maps	The Mountain Map	The North of Sweden		1:100.000 1:50.000	On request
4	Maps	The General Map (20 map sheets)	Sweden		1:250.000	On request
5	Repro	Above items 1-5 in digital reproduction CD-ROM	Sweden			On request
6	Cat	Map catalogue "Kartplan 2009"	Sweden			On request
7	Maps	Military chart over Sweden	Sweden		1:50.000	On request.

\* National Map Series at web page:

[http://www.lantmateriet.se/templates/LMV\\_ServiceMiddlePage.aspx?id=11174&lang=EN](http://www.lantmateriet.se/templates/LMV_ServiceMiddlePage.aspx?id=11174&lang=EN)

<b>Aeronautical charts and products</b>						
<b>Item</b>	<b>Data Type</b>	<b>Description</b>	<b>Coverage</b>	<b>#</b>	<b>Scale</b>	<b>Remarks</b>
1	Map	Aeronautical charts (8 map sheets)	Sweden		1.250.000	On request or to subscription, feet or meter charts
2	Map	Aeronautical charts (4 map sheets)	Sweden		1.500.000	On request or to subscription, feet or meter charts
3	Map	Aeronautical charts (3 map sheets)	Sweden		1.1milj	On request or to subscription, feet or meter charts
4	Info Publ	MIL AIP (Aeronautical Information Publication)	Sweden			On request or to subscription
5	Info webb	Aeronautical Webb portal	Sweden			www.briefingrummet.se. (account)

<b>Digital data</b>						
<b>Item</b>	<b>Data Type</b>	<b>Description</b>	<b>Coverage</b>	<b>#</b>	<b>Scale</b>	<b>Remarks</b>
1	Raster	Raster version of Sweden topographic maps. Tiff + tfw	Sweden		1:50,000	On request
2	Raster	Raster version of AIR aeronautical charts.	Sweden		1:250,000	On request or to subscription
3	Raster	Raster version of AIR aeronautical charts.	Sweden		1:500,000	On request or to subscription
4	Raster	Raster version of AIR aeronautical charts.	Sweden		1:1 000,000	On request or to subscription
5	Vector	Aeronautical vector data in Shape and XML-files	Sweden		N/A	On request or to subscription

<b>Miscellaneous</b>						
<b>Item</b>	<b>Data Type</b>	<b>Description</b>	<b>Coverage</b>	<b>#</b>	<b>Scale</b>	<b>Remarks</b>
1	General	Technical publications and reports	Sweden			On request
2	General	Orthophoto maps, Geo TIFF	Sweden			On request
3	Cat.	Updated map catalogues				On request

**SwAF provides on request, every releasable product not mentioned above.**