

MEMORANDUM OF UNDERSTANDING

BETWEEN

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

AND

**THE MINISTRY OF DEFENCE
OF THE REPUBLIC OF HUNGARY**

**CONCERNING THE CO-OPERATION IN THE FIELD
OF MILITARY GEOGRAPHY**

The Ministry of National Defence of the Republic of Lithuania and the Ministry of Defence of the Republic of Hungary hereinafter referred to as “the Participants”,

recognising the need for mutual co-operation and exchange of Military Geospatial Information (MGI) including, but not limited to, mapping, aeronautical charting, geodesy, digital geospatial data and related geospatial matters for Defence,

considering the provisions of the Agreement between the Parties to the North Atlantic Treaty Regarding the Status of Their Forces (NATO SOFA) dated 19th June 1951,

considering the Agreement between the Ministry of Defence of the Republic of Lithuania and the Ministry of Defence of the Republic of Hungary on Bilateral Contacts and Co-operation Concerning Defence Matters dated 2nd June 1997,

have agreed as follows:

SECTION 1 PURPOSE

The purpose of this Memorandum of Understanding (hereinafter referred to as “MOU”) is to further the co-operation between the Participants in the field of military geography, with the objectives of:

- a) improving the ability of the Participants to provide military geographic support, including training to their armed forces;
- b) providing for co-operative production programmes and other technical assistance;
- c) avoiding duplication of effort when producing MGI;
- d) implementing the provisions of the MC 296 document.

SECTION 2 SCOPE

1. This MOU covers the supply and/or exchange of information and services between the Participants as follows:
 - a) maps and aeronautical charts;
 - b) geodetic data;
 - c) digital geographic data;
 - d) production planning and production status information;
 - e) technical publications and reports;
 - f) additional materials and information as agreed on a case-by-case basis.
2. 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,

geo-referenced imagery, planimetric, relief, thematic, geodetic and geophysical products, data, information, publications and materials. These will be available in either analogue (maps and charts) or digital formats.

3. This MoU is not intended to conflict with national law or international obligations of the states of the Participants or with any other existing applicable international arrangements between the Participants. In the event of such conflict, national law or international obligations of the states of the Participants and other existing international arrangements between the Participants will prevail.

SECTION 3

ANNEXES TO THIS MOU

The MGI to be exchanged is defined in the Annexes to this MOU, which also include transmittal details and addresses, and are integral parts of this MOU.

SECTION 4

ACCOUNTING

1. The MGI can be exchanged on routine basis (library copies) or by written request.
2. The Participants shall annually perform a joint evaluation of the results of the actions taken under this MOU to establish whether a demonstrable balance in terms of exchanged 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.
3. In assessing whether a goal 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 will be specified on the annual basis. Imbalances must not be carried forward. Any jointly established imbalances might be compensated as mutually agreed by provision of products, services or other support. The Participants agree to perform this evaluation once a year during a meeting or by exchanging letters.

SECTION 5

PRODUCTS DELIVERY

1. All MGI delivered under this MOU shall be accompanied by delivery documents clearly identifying the content of each consignment including the type of the MGI – provided either on routine basis or by request – and marked with the sign “LITHUANIA/HUNGARY Memorandum of Understanding Exchange Material – not reimbursable”.

2. All routine deliveries will be forwarded free of charge for the recipient. Accompanying documents shall be in triplicate, with one copy forwarded as an advance notice of the delivery and the other two copies accompanying the actual shipment. All shipments shall be accompanied by a Pro Forma Invoice.
3. All MGI exchanged on request under this MOU will be accountable. The Participants adopt the "Standard Map Unit" (hereinafter referred to as the "SMU") accounting system for the MGI exchanged on request, which is prescribed in details in Paragraph 2.2. of Annex A to this MOU. The amount of SMUs shall be stated in the delivery documents of each 'on request' consignment. The Participants agree to establish procedures for mailing and transporting MGI on request.
4. Receipt of all MGI exchanged under this MOU shall be acknowledged by signature.
5. Delivery expenses related to shipments will be borne by the sending Participant. All delivery expenses of shipments on request exceeding a total weight of 20 kg will be borne by the receiving Participant unless the sending Participant decides otherwise.
6. Insofar as laws and regulations in force of the states of the Participants permit, the Participants will ensure that readily identifiable taxes, customs duties and similar charges or quantitative restrictions on imports and exports will not be imposed in connection with this MOU. The Participants will administer all taxes, duties and/or other government charges in the manner most favourable to the satisfactory execution of the arrangements described in this MOU.

SECTION 6 COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS

1. All permissions and exchanges defined in this MOU will be 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 permissions granted in this MOU will only cover reproduction of copyrighted MGI for Defence purposes of the Participants. They will not cover the commercial use, including publication and sale, of such reproduced MGI.
3. Resolution of copyright issues for items co-produced by the Participants will, if required, be mutually determined on a case-by-case basis.
4. The Participants will ensure, by all reasonable means, that the Intellectual Property Rights (IPR) in MGI provided or generated under this MOU are not misused by a Participant or a third party.
5. If a Participant creates a product principally using source material provided by the other Participant, considerations relating to copyright, IPR and release to third parties will be defined by mutual arrangement.

6. If a Participant receives information of third party violation of copyright, IPR or release, that Participant will inform the other Participant without delay. Action will be decided by mutual determination of the Participants.
7. For Defence use, each Participant may reproduce or modify by any method with prior permission from the originator the MGI provided by the other Participant under this MOU. Any existing copyright and handling notes must appear on reproduced material. Modified MGI will acknowledge the copyright of the providing Participant, in accordance with guidance from the providing Participant.
8. For Defence use, hardcopy MGI exchanged under this MOU may 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.
9. Defence use is defined as use in any part of the world by or for the Armed Forces and Ministry of (National) Defence of either Participant, including contractors working in support of Defence requirements, but not including sales or transfers to third parties. A third party is defined as anyone who is not an employee of the Armed Forces or Ministry of (National) Defence of a Participant or working directly on their behalf.

SECTION 7

PROTECTION OF INFORMATION

It is the intent of the Participants that all efforts under this MOU shall be conducted at unclassified level. Should it become necessary to provide or exchange NATO classified MGI between the Participants, such MGI will be used, transmitted, stored, handled and safeguarded in accordance with the NATO Security Policy and Supporting Directives C-M (2002) 49.

SECTION 8

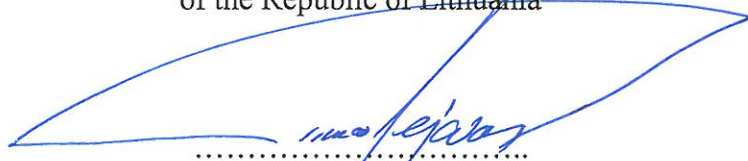
FINAL PROVISIONS

1. This MOU will become effective on the date of the last signature and remain in effect unless terminated by mutual consent of the Participants or by any Participant giving six months prior notice in writing to the other Participant.
2. This MOU may be modified or amended upon mutual written consent of the Participants. The agreed amendments are integral part of this MOU.
3. Any dispute regarding the interpretation or application of this MOU will be resolved by consultation between the Participants.

4. In the event of termination if this MOU the provisions covering the claims and disputes, the disclosure and use of the MGI exchanged or supplied by the other Participant will continue to apply until all outstanding obligations have been fulfilled or until the Participants mutually determine that these provisions no longer apply.

Done in duplicate, in the English language.

For the Ministry of National Defence
of the Republic of Lithuania



.....
Chief topographer of the Lithuanian Armed
Forces

Date: 2011. 04. 21

Place: Vilnius

For the Ministry of Defence
of the Republic of Hungary



.....
Chief of Geoinformation Service
of the Hungarian Defence Forces

Date: 2011. 06. 10.

Place: Budapest

ANNEX A

TO THE MEMORANDUM OF UNDERSTANDING BETWEEN
THE MINISTRY OF NATIONAL DEFENCE OF THE REPUBLIC OF LITHUANIA
AND THE MINISTRY OF DEFENCE OF THE REPUBLIC OF HUNGARY
CONCERNING THE CO-OPERATION IN THE FIELD OF MILITARY GEOGRAPHY

EXCHANGE OF TOPOGRAPHIC MAPS, GEODETIC DATA, MILITARY GEOGRAPHIC MATERIALS, AERONAUTICAL INFORMATION AND DIGITAL MILITARY GEOGRAPHIC DATA

1. Purpose

The purpose of this Annex is to define the procedures for the exchange of topographic maps, geodetic data, digital data and military geographic materials. In furtherance of this common objective, the Participants agree to conform to and comply with the principles, obligations and procedures laid down in this Annex.

2. Material to be exchanged

2.1. Library copies

Either Participant will provide library copies of land maps and pertinent materials periodically and free of charge to the other Participant.

2.1.1. The Lithuanian Armed Forces will provide the Hungarian Defence Forces with:

2.1.1.1. Two library copies of map sheets published over the territory of the Republic of Lithuania of:

- a) 1501 Ground/1501 Air Joint Operation Graphic map sheets at scale 1:250,000
- b) N755 military topographic map series of Lithuania at scale 1:50,000 whole series
- c) City graphics of Lithuania at scale 1:20,000

2.1.1.2. One copy of relevant (MC&G) technical publications made or have made by the Lithuanian Armed Forces Military Mapping Centre, along with their modifications.

2.1.2. The Hungarian Defence Forces will provide the Lithuanian Armed Forces with:

2.1.2.1. Two library copies of map sheets published over the territory of the Republic of Hungary of:

- a) M776 military topographic map series of Hungary at scale 1:50,000, whole series
- b) Geographic map series of Hungary at scale 1:500,000
- c) Geographic map series of Hungary at scale 1:1,000,000

- d) 1501 Ground/1501 Air Joint Operation Graphic map sheets at scale 1:250,000
- e) LFC Low Flying Chart of Hungary at scale 1:500,000

2.1.2.2. One copy of relevant (MC&G) technical publications made or have made by the Geoinformation Service of the Hungarian Defence Forces, along with their modifications.

Military geographic information owned by third nations or the dissemination of which contradicts with national interests, is not among the objects of exchange on a routine basis.

2.2. Exchange on request

2.2.1. The Lithuanian Armed Forces will, on request, consider to provide the Hungarian Defence Forces with stocks of maps and other MC&G materials, subject to availability and any Lithuanian national or third Party restrictions as follows:

- a) Editions of maps made or have made by the Lithuanian Armed Forces Military Mapping Centre not listed in paragraph 2.1.1.
- b) Further copies of maps made or have made by the Lithuanian Armed Forces Military Mapping Centre listed in paragraph 2.1.1.
- c) Military geographic information and data produced by Lithuania
- d) Digital military geographic data

2.2.2. The Hungarian Defence Forces will, on request, consider to provide the Lithuanian Armed Forces with stocks of maps and other MC&G materials, subject to availability and any Hungarian national or third Party restrictions as follows:

- a) Editions of maps made or have made by the Geoinformation Service of the Hungarian Defence Forces not listed in paragraph 2.1.2.
- b) Further copies of maps made or have made by the Geoinformation Service of the Hungarian Defence Forces listed in paragraph 2.1.2.
- c) Military geographic information and data produced by Hungary
- d) Digital military geographic data

2.2.3. Accounting

The provision of on request stocks will be accountable, with the cost assessed in terms of the Standard Map Unit (SMU) based on the standard (56×75 cm) topographic map in five colours. In general, the following rules will apply:

- a) Copies of very large size maps (e.g. DIRCAM series) = 5 SMUs each,
- b) Copies of large size maps (e.g. ONCs, TPCs, LFCs series, and other air navigation charts) = 3 SMUs each,
- c) Copies of medium size maps (e.g. TFC(L) series) = 1,5 SMUs each,
- d) Copies of standard size maps (e.g. JOG 1501-GROUND and 1501-AIR series, topographic maps, town/city plans) = 1 SMU each

Conversion to SMU of digital geographic products and related data specifications and technical publications, other materials and services, as well as products not listed above is determined by mutual consent of the Participants.

Financial value of SMU is set by mutual consent of the Participants. This financial value serves solely for recording purpose and can be amended in a written form upon mutual consent.

3. Bulk Stocks

The provision of bulk stocks is subject to the 'Notice of Intent to Print' (NIP) system. Prior to a sheet or sheets going to press, each Participant will let the other Participant know which sheet(s) it intends to print or have printed, so that with the anticipated period of validity of the sheet(s) taken into account, bulk stocks can be ordered.

ANNEX B

TO THE MEMORANDUM OF UNDERSTANDING BETWEEN
THE MINISTRY OF NATIONAL DEFENCE OF THE REPUBLIC OF LITHUANIA
AND THE MINISTRY OF DEFENCE OF THE REPUBLIC OF HUNGARY
CONCERNING THE CO-OPERATION IN THE FIELD OF MILITARY GEOGRAPHY

ADMINISTRATIVE PROCEDURES

1. Purpose

The purpose of this Annex is to define the administrative procedures for the implementation of the bilateral MOU and the Annexes thereto. In furtherance of this common objective, the Participants undertake to conform to and comply with the principles, procedures and obligations laid down in this Annex.

2. Delivery of MGI

2.1. The following addresses shall be used for correspondence and delivery of MGI:

Military Mapping Centre of Lithuanian Armed Forces

Muitinės g. 4

LT-4302 Domeikava

Kauno raj.

Lithuania

Phone: (+370) 6500 3801

Fax: (+370) 37 477574, 6500 3804

E-mail: kkc@mil.lt

Geoinformation Service of the Hungarian Defence Forces:

Budapest II., Szilágyi Erzsébet fasor 7–9.

H-1024 Hungary

Phone: (+36) 1 336 2170

Fax: (+36) 1 336 2171

E-mail: tudinfoig@mhtehi.gov.hu

2.2. The Participants will inform each other in writing about the change of these addresses.

3. Priorities

3.1. Participants agree to meet the requirements according to the following priorities:

PRIORITY 1: urgent

SHIPMENT WITHIN 30 DAYS OF THE
RECEIPT OF THE REQUEST

PRIORITY 2: routine

SHIPMENT WITHIN 60 DAYS OF THE
RECEIPT OF THE REQUEST

- 3.2. If the priority cannot be met, the requesting Participant shall be notified immediately. In case of a more stringent need (within 10 days), the requesting Participant will bear the postage costs.