

**BASIC EXCHANGE AND COOPERATIVE AGREEMENT**

**BETWEEN**

**THE MINISTRY OF DEFENCE**

**OF**

**THE REPUBLIC OF LATVIA**

**AND**

**THE NATIONAL GEOSPATIAL-INTELLIGENCE AGENCY**

**OF THE**

**DEPARTMENT OF DEFENSE**

**OF THE**

**UNITED STATES OF AMERICA**

**CONCERNING**

***GLOBAL GEOSPATIAL INFORMATION  
AND SERVICES COOPERATION,  
WITH ANNEXES***

Signed at Riga, May 18, 2004  
Entered into force May 18, 2004

## **PREAMBLE**

The National Geospatial-Intelligence Agency (NGA) of the Department of Defense of the United States of America and the Ministry of Defence (MoD) of the Republic of Latvia (hereinafter referred to as the Parties):

Having a common interest in defense;

Having a mutual interest in the attainment of national goals in the field of Geospatial Information and Services (GIS);

Recognizing the benefits to be obtained from standardization, rationalization and interoperability in products, data, publications, related GIS materials and equipment;

Desiring to achieve mutual objectives and goals through the application of GIS technology and production procedures;

Desiring to improve their mutual conventional defense capabilities through the applications of emerging technology;

Accordingly the Parties have reached the following understandings:

## **ARTICLE I** **GLOSSARY OF TERMS AND ABBREVIATIONS**

Controlled Unclassified Information	Unclassified information to which access or distribution limitations have been applied in accordance with applicable national laws or regulations. Whether the information is provided or generated under this Agreement, the information will be marked to identify its “in confidence” nature. It could include information which has been declassified, but remains controlled. This may include Limited Distribution (LIMDIS), For Official Use Only (FOUO), or Proprietary.
Copyright	Form of protection provided by law to authors of original works of authorship which may include databases, maps and charts.
GIS	Geospatial Information and Services (Abbreviated GIS). Defined as the collection, transformation, generation, portrayal, dissemination, and storing of geodetic, geomagnetic, aeronautical, topographic, hydrographic, imagery, cartographic, cultural, bathymetric and toponymic data. GIS also includes the evaluation of topographic, hydrographic, or aeronautical features for their effect on military operations or intelligence. The data may be presented in the form of topographic, planimetric, relief, or thematic maps and graphics; nautical and aeronautical charts and publications; and in simulated, photographic, digital, or computerized formats.

NGA	The National Geospatial-Intelligence Agency.
Party (Parties)	The Parties to this Agreement are the Ministry of Defence of The Republic of Latvia (MoD) and the National Geospatial-Intelligence Agency (NGA) of the Department of Defense of the United States of America.
Third Parties	Any person or other entity, other than an agency, an officer or an employee of the Government of a Party. Government contractors are not considered to be Third Parties for the purposes of disclosure to, and use by them of products, information, data and materials for the purpose of this Agreement.

## **ARTICLE II** **OBJECTIVES**

2.1. The objectives of the Basic Exchange and Cooperative Agreement Concerning Geospatial Information and Services (hereinafter referred to as the Agreement) are:

2.1.1. To exchange information for the use of the Government of both Parties for defense and government purposes, which may include co-production programs, cooperative production, and cooperative efforts. The items to be exchanged will include, but are not limited to, maps, charts, information, data, and related materials in printed or digital formats; geodetic, geophysical, geomagnetic, and gravity data; reproduction materials; and other related specifications, publications and materials.

2.1.2. To provide for cooperative production programs and other technical assistance as mutually determined in the production of geospatial products, data, and other related GIS materials required by both Parties.

2.1.3. To exchange technical and procedural information related to the standardization of methods, procedures, specifications, and formats for the collection, evaluation, processing, and production of geospatial products, data, and related GIS materials. Such exchanges will be designed to promote international standardization in general and to facilitate interoperability between the Parties.

2.1.4. To establish technical assistance and exchange of technology information relevant to cartographic, geodetic, and geophysical developments and production processes and techniques.

2.1.5. To exchange production programming and production status information on an annual basis.

2.1.6. To establish and implement training programs in disciplines relevant to the objectives of this Agreement.

**ARTICLE III**  
**IMPLEMENTING ANNEXES AND APPENDIXES**

3.1. The terms, procedures, obligations, and technical details for the subjects mentioned in Article I of this Agreement shall be set forth in individual “Implementing Annexes” to this Agreement. Each Implementing Annex shall state the specific purpose, obligations, terms, exchange and/or co-production procedures, responsibilities of each Party, quantities of products, data, publications, and related GIS materials to be exchanged, and other related GIS matters agreed upon by the Parties. Implementing Annexes shall be signed by the Parties to the Agreement or by persons authorized by the Parties.

3.2. The Implementing Annexes will include guidance on use and release. The Parties will carry out the Implementing Annexes in accordance with the existing and developing capabilities of both Parties, subject to the availability of GIS resources (equipment, personnel, facilities, and finances) for such purposes.

3.3. Appendixes may be added to an Implementing Annex to effect the Implementing Annex. Appendixes include, but are not limited to, such information as: descriptions and quantities of the geospatial products, data, publications, and related GIS materials to be exchanged, co-produced, or loaned, distribution procedures and addresses of recipients.

**ARTICLE IV**  
**MUTUAL OBLIGATIONS AND RESPONSIBILITIES**

4.1. In the exchange and reproduction of products, data, publications, and related GIS materials, the Parties agree to comply with the restrictions concerning use, release, reproduction, and distribution imposed by the providing Party as set forth in the Implementing Annexes. Either Party may reproduce the geospatial products, information, data, publications, and related GIS materials received from the other Party in accordance with the guidance received from the providing Party. Matters related to reproduction, copyrights, trademarks, use, and release restrictions of products, data, and related GIS materials will be separately addressed in the Implementing Annexes and/or as specified in subsequent Appendixes to the Implementing Annexes.

4.2. Topographic, aeronautical, and nautical products and data, publications, reproduction materials, geodetic or geophysical data, digital data, or related GIS materials, including parts thereof, provided by one Party to the other may be provided to any federal organization of the recipient Party, but will not be provided to any Third Party without written approval of the providing Party, unless specifically authorized in the relevant Implementing Annex. Items provided to other federal organizations or to a national contractor to a Party’s government will be marked with classification or release codes to ensure that the materials, data, or information stays within that organization. The

exchanged and reproduced products, data, publications, and related GIS materials will be utilized by both Parties in accordance with the purpose of this Agreement.

4.3. In cases where a Party's copies of any geospatial products, data, publications, or related GIS materials become badly damaged and are not usable and copies are available from the other Party, then this other Party may provide, on a reimbursable basis, copies of the relevant GIS materials to allow for sufficient production to be re-established to meet the mutual and individual national GIS requirements. The quantities of the geospatial products, information, or data to be provided and the duration of the subject support will be mutually determined by both Parties on a case-by-case basis.

4.4. Hardcopy geospatial products exchanged or co-produced under the terms of this Agreement may be converted to a digital format without requiring additional approval from the originating Party.

4.5. The Parties agree to individually establish accounting procedures for exchanged and co-produced geospatial products, data, publications, and related GIS materials or services under this Agreement. Review to ensure equity of the terms of this Agreement and the Implementing Annexes will be conducted on an annual basis.

4.6. No facility will be employed pursuant to this Agreement in which geospatial products, data, publications, or related GIS materials supplied by a Party are to be used where the financial or management control of such facility is directed by an entity other than those of the Parties to this Agreement, without the prior written approval of the Party supplying the geospatial products, data, publications, or related GIS materials, except as in the relevant Implementing Annexes.

4.7. The Parties agree that all NGA/MoD exchanged or co-produced geospatial products, data, and related GIS materials provided to NGA under the terms of this Agreement and the implementing annexes may be provided by NGA to multinational, coalition, or other combined operations forces nations for defense, humanitarian, peacekeeping, and related activities so long as both Parties are participants in the activity. If there is a defense, humanitarian, peacekeeping, or related activity in which only one Party is a participant, the authorization of the other Party is required to provide that party's products, data, and related GIS materials to other participants of the activity.

## **ARTICLE V** **FINANCIAL PROVISIONS**

5.1. Each Party will bear the costs it incurs for performing, managing, and administering its activities under this Agreement. Any such costs will be included as part of each Party's contribution to the support of the Agreement. Variations from this financial provision will be addressed in the specific Implementing Annex as required.

5.2. A Party will promptly notify the other Party if available funds are not adequate to fulfill its responsibilities under this Agreement. If a Party notifies the other Party that it

is reducing or terminating its funding in support of this Agreement, both Parties will immediately consult with a view toward continuation on a mutually determined modified basis.

5.3. It is the intent of this Agreement to eliminate, insofar as possible, payments in cash for the products, data, publications, and related GIS materials exchanged.

## **ARTICLE VI** **SECURITY**

It is the intent of the Parties that all efforts under this Agreement and the Implementing Annexes shall be conducted at the unclassified level. No classified information shall be provided or generated under this Agreement.

## **ARTICLE VII** **CONTROLLED UNCLASSIFIED INFORMATION**

7.1. Except as otherwise provided in the Agreement or as authorized in writing by the originating Party, Controlled Unclassified Information provided or generated pursuant to the Agreement shall be controlled as follows:

7.1.1. Controlled Unclassified Information will be used only for the purposes authorized in this Agreement.

7.1.2. Access to such Controlled Unclassified Information shall be limited to personnel whose access is necessary for the permitted use above and shall be subject to the provisions of ARTICLE VIII, (THIRD PARTY SALES AND TRANSFERS).

7.1.3. Each Party shall take all lawful steps, which may include national classification, available to it to keep such Controlled Unclassified Information free from further disclosure (including requests under any legislative provisions), except as provided in the preceding paragraph, unless the originating Party consents to such disclosure. In the event of unauthorized disclosure, or if it becomes probable that the Controlled Unclassified Information may have to be further disclosed under any legislative provision, immediate notification shall be given to the originating Party.

7.2. To assist in providing the appropriate controls, the originating Party shall ensure that Controlled Unclassified Information is appropriately marked. The Parties shall decide, in advance and in writing, on the marking to be placed on the Controlled Unclassified Information.

7.3. Controlled Unclassified Information provided or generated pursuant to this Agreement shall be handled in a manner that ensures control as provided for in this Article.

7.4. Prior to authorizing the release of Controlled Unclassified Information to Contractors, the Parties shall ensure the Contractors are legally bound to control such Controlled Unclassified Information in accordance with the provisions of this Article.

7.5. The security responsibilities of the Parties contained in this Article shall continue notwithstanding termination or expiration of this Agreement.

### **ARTICLE VIII** **THIRD PARTY SALES AND TRANSFERS**

The Parties shall not sell, transfer title to, disclose or transfer possession of geospatial products, data, publications, and related GIS materials or jointly acquired equipment exchanged pursuant to this Agreement or which incorporates what was exchanged pursuant to this Agreement to anyone who is not an officer, employee or agent of the Parties (excluding transportation agencies) unless in accordance with an Implementing Annex, and shall not use or permit their use for purposes other than those authorized, unless the written consent of the providing Party has first been obtained. The providing Party shall be solely responsible for authorizing such transfer and, as applicable, specifying the method and provisions for implementing such transfers.

### **ARTICLE IX** **VISITS TO ESTABLISHMENTS**

9.1. Each Party shall permit visits to its Government establishments, agencies and laboratories, and Contractor industrial facilities by employees of the other Party or by employees of the other Party's Contractor(s), provided that the visit is authorized by both Parties and the employees have any necessary and appropriate security clearances and a need-to-know.

9.2. All visiting personnel shall be required to comply with security regulations of the host Party. Any information disclosed or made available to visitors shall be treated as if supplied to the Party sponsoring the visiting personnel and shall be subject to the provisions of the Agreement.

9.3. Requests for visits by personnel of one Party to a facility of the other Party shall be coordinated through official channels and shall conform with the established visit procedure of the host country.

9.4. Lists of personnel of each Party required to visit, on a continuing basis, facilities of the other Party shall be submitted through official channels in accordance with the host Party's established international visit procedures.

**ARTICLE X**  
**LOANS, SALES, AND TRANSFERS OF EQUIPMENT AND MATERIALS**

Either Party may furnish equipment or materials mutually agreed to and identified as being necessary for executing the terms of this Agreement to the other Party. Any equipment or materials that are loaned or transferred shall be used by the receiving Party only for the purposes set out in this Agreement and according to the terms of a separate “Loan Agreement.”

**ARTICLE XI**  
**STATUS OF FORCES**

The Agreement between the States parties to the North Atlantic Treaty regarding the status of their forces, done in London 19th of June 1951 (NATO SOFA).

**ARTICLE XII**  
**SETTLEMENT OF DISPUTES**

Disagreements between the Parties arising under or relating to this Agreement or any of the Implementing Annexes shall be resolved only by consultation between the Parties at the lowest possible level and shall not be referred to any national or international tribunal or other third party for settlement.

**ARTICLE XIII**  
**GENERAL PROVISIONS**

13.1. All activities of the Parties under this Agreement shall be carried out in accordance with their national laws and are not intended to conflict with the national legislation of the Parties or with international law. In case of conflict, international law and national legislation will prevail. The Participants will notify each other in the event of any conflict arising.

13.2. The responsibilities of the Parties shall be subject to the availability of appropriated funds for such purposes.

13.3. All actions pursuant to this Agreement shall be carried out on behalf of the Department of Defense of the United States of America and the Ministry of Defence of the Republic of Latvia by the designated organizations identified in the individual Implementing Annexes to this Agreement.

13.4. In the event of a conflict between an Article of this Agreement and any Implementing Annex to this Agreement, the Article of the Agreement shall prevail.

**ARTICLE XIV**  
**AMENDMENT, TERMINATION, ENTRY INTO EFFECT AND**  
**DURATION**

14.1. This Agreement and its Implementing Annexes and Appendixes may be amended by written mutual determination of the Parties. Implementing Annexes and Appendixes may be amended and new Annexes may be added by written, mutual determination of the persons authorized to sign Implementing Annexes or their written designees. New Appendixes may be added to Implementing Annexes by written, mutual determination of the persons authorized to sign Implementing Annexes or their written designees. Amendment of Implementing Annexes or Appendixes shall not require re-negotiation or amendment of the Agreement, and addition of new Appendixes shall not require re-negotiation or amendment of the Implementing Annex. Parties may delegate authority to sign implementing Annexes or Appendixes to other entities of their Governments.

14.2. This Agreement and/or any of its Implementing Annexes may be terminated at any time upon mutual written agreement of the Parties. In the event that the Parties agree to termination of the Agreement and/or any of the Implementing Annexes, the Parties shall consult prior to the date of termination to ensure termination on the most economical and equitable terms.

14.3. Either Party may terminate this Agreement or an Implementing Annex upon 180 days written notification to the other Party. Such notice shall be the subject of immediate consultation by the Parties to decide upon the appropriate course of action. In the event of termination of this Agreement or any Implementing Annex, the following rules shall apply:

14.3.1. In the event of termination of this Agreement or any Implementing Annex, both Parties agree to prepare a mutually agreed to "Termination Protocol" which shall include procedures for satisfying uncompleted obligations arising during the period the Agreement or Implementing Annex was in force.

14.3.2. The parties will continue participation, financial or otherwise, up to the effective date of termination. Each Party will pay the costs it incurs as a result of the termination.

14.3.3. All information, products, data, related GIS materials, and rights therein received under the provisions of the Agreement will be retained by the Parties, subject to the provisions of the Agreement.

14.4. Termination of the Agreement terminates all Implementing Annexes.

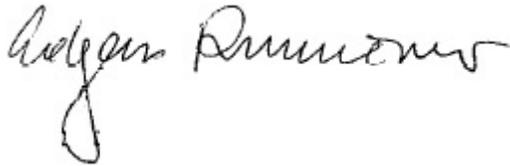
14.5. The respective rights and responsibilities of the Parties regarding ARTICLE VI (SECURITY); ARTICLE VII (CONTROLLED UNCLASSIFIED INFORMATION); ARTICLE VIII (THIRD PARTY SALES AND TRANSFERS); and, ARTICLE XI

(STATUS OF FORCES) shall continue notwithstanding termination of, withdrawal from, or expiration of this Agreement.

14.6. This Agreement, which consists of the Preamble, fourteen (14) Articles, and two (2) Implementing Annexes A (TOPOGRAPHIC PRODUCTS, DATA, PUBLICATIONS, AND RELATED GEOSPATIAL INFORMATION AND SERVICES MATERIALS) and B (GEODETIC AND GEOPHYSICAL DATA, PUBLICATIONS, AND RELATED GEOSPATIAL INFORMATION AND SERVICES MATERIALS), shall enter into effect upon signature by both parties and shall remain in effect until terminated or suspended. The foregoing represents the understanding of the Department of Defense of the United States of America, and the Ministry of Defence of the Republic of Latvia upon the matters referred to therein.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed this Agreement. Prepared in duplicate, in the English and Latvian languages, each of which shall be of equal authenticity. In case of different interpretation the English version will prevail. One copy in each language shall be duly signed and exchanged between the Parties.

FOR THE MINISTRY OF DEFENCE OF  
THE REPUBLIC OF LATVIA



EDGARS RINKĒVIČS  
State Secretary  
Date: 18. 05. 2004  
Location: Riga, Latvia

FOR THE NATIONAL GEOSPATIAL-  
INTELLIGENCE AGENCY  
DEPARTMENT OF DEFENSE UNITED  
STATES OF AMERICA



JAMES R. CLAPPER  
Lieutenant General, USAF (Ret.)  
Director, National Geospatial-  
Intelligence Agency  
Date: 18. 05. 2004

**IMPLEMENTING ANNEX A**

**TO THE BASIC EXCHANGE AND COOPERATIVE AGREEMENT**  
**BETWEEN**  
**THE MINISTRY OF DEFENCE**  
**OF THE REPUBLIC OF LATVIA**  
**AND**  
**THE NATIONAL GEOSPATIAL-INTELLIGENCE AGENCY**  
**OF THE**  
**DEPARTMENT OF DEFENSE**  
**OF THE**  
**UNITED STATES OF AMERICA**  
**CONCERNING GEOSPATIAL INFORMATION AND SERVICES**  
**COOPERATION TOPOGRAPHIC PRODUCTS, DATA, PUBLICATIONS,**  
**AND RELATED GEOSPATIAL INFORMATION AND SERVICES**  
**MATERIALS**

This Implementing Annex A Concerning Topographic Products, Data, Publications, and Related Geospatial Information and Services Materials is entered into pursuant to the Basic Exchange and Cooperative Agreement between the National Geospatial-Intelligence Agency of the Department of Defense of the United States of America and the Ministry of Defence of the Republic of Latvia Concerning Geospatial Information and Services Cooperation (hereinafter referred to as the Agreement).

**1. PURPOSE**

1. The purpose of this Implementing Annex is to define arrangements for the exchange of hard copy/digital topographic products, data, publications, and related Geospatial Information and Services (GIS) materials and the provision of co-production support services of mutual interest between mapping organizations of the Department of Defense of the United States of America and the Ministry of Defence (MoD) of the Republic of Latvia. The mapping organization of the United States of America is the National Geospatial-Intelligence Agency (NGA) and the mapping organization of the Republic of Latvia is represented by the Ministry of Defence (MoD), hereinafter referred to as the Parties. In furtherance of this mutual objective, the Parties agree to the terms, procedures, and obligations set forth in this Implementing Annex.

**2. MATERIALS TO BE EXCHANGED/PROVIDED**

2.1. All hard copy/digital topographic products, data, publications, and related GIS materials provided under this Implementing Annex shall be done according to the shipping instructions in Section 4 (below)—“Shipment of Materials.”

2.1.1. Library Copies of Topographic Maps: Library copies of topographic maps provided for in Appendix I will automatically be supplied by either Party to the other

without charge. Additional copies of topographic items from Appendix I and requested in accordance with Appendix IV may be provided by either Party to the other.

2.1.2. **Reproduction Materials:** One (1) set of digital reproduction material for each sheet of the topographic products identified in Appendix I shall be provided by either Party to the other upon request. Reproduction materials provided by either Party may be used by the other Party to print stock for its use without prior written authorization from the original producing Party.

2.1.3. **Publications and related GIS materials:** Copies of topographic publications and related GIS materials shall be exchanged as specified in Appendix I without charge to either Party. Additional copies of topographic publications and related GIS materials identified in Appendix I shall be requested in accordance with Appendix IV and may be provided by either Party to the other.

2.1.4. **Geographic Names Information:** Geographic names information, gathered by government or civilian organizations will be exchanged as specified in Appendix I without charge to either Party.

2.1.5. **Stocks:** Requests for additional copies, including planning and operational stocks, of hard copy/digital topographic products, data, publications, and related GIS materials listed in Appendix I will be considered and provided by the producing Party to the other Party.

2.2. Where applicable, digital topographic products, data, publications, and related GIS materials transferred under the provisions of this Implementing Annex shall be subject to the Digital Geographic Information Exchange Standard (DIGEST). In most cases, digital topographic products, data, publications, and related GIS materials shall be exchanged on CDROM in ISSO 9660 format, or via File Transfer Protocol (FTP) utilizing the Internet. For finished Vector Product Format (VPF) products, DIGEST C is to be used. NGA shall provide a copy of the most current applicable DIGEST manual and VPF standard to MoD, upon request.

2.2.1. **Digital Data Appendixes:** Digital topographic products and data as provided for in Appendixes shall be supplied by either Party to the other without charge.

2.2.2. **Publications and related GIS materials:** Copies of publications related to digital topographic data and related GIS materials shall be exchanged as specified in applicable Appendixes without charge.

2.2.3. **Application Software:**

2.2.3.1. NGA may at its discretion supply one (1) copy, free of charge, of all releasable GIS applications software, and any changes thereto, related to digital topographic products and data as outlined in the Appendixes.

2.2.3.2. MoD agrees as a condition of use of NGA supplied GIS applications software, not to reverse engineer, nor attempt in any way or manner to duplicate such software without prior written authorization from NGA.

2.2.3.3. MoD shall coordinate any and all changes to NGA supplied GIS applications software with NGA.

2.2.3.4. NGA shall consider MoD requests for source code of any NGA supplied GIS applications software on a case-by-case basis.

### 3. COPYRIGHT, USE, AND RELEASE RESTRICTIONS

3.1. Each Party shall honor the copyright, trademark, use and release restrictions on all hard copy/digital topographic products, data, publications and related GIS materials provided by the other Party relevant to this Implementing Annex in accordance with specific guidance from the providing Party at the time the hard copy/digital topographic products, data, publications and related GIS materials are transmitted.

3.2. Notwithstanding paragraph 3.1. above, each Party grants to the other Party gratis (no cost) permission to use either Party's produced or provided hard copy/digital topographic products, data, publications and related GIS materials for use by either Party's Government.

3.3. The Parties will mutually determine title to and use of co-produced products, information and related GIS materials.

### 4. SHIPMENT OF MATERIALS

4.1. All shipments of hard copy/digital topographic products, data, publications, and related GIS materials by either Party to the other shall be accompanied by appropriate transmittal documents that list the contents of the shipment. Two or three copies of the transmittal shall be prepared as follows: one advance copy shall be forwarded to the consignee by mail immediately prior to shipment, and one copy shall be enclosed in the shipment (two copies if return receipt is required). There shall be no advance copies of transmittals for Automatic Distribution.

4.2. All hard copy/digital topographic products, data, publications, and related GIS materials to be exchanged under this Implementing Annex shall be sent free of freight charges. All shipment costs shall be borne by the sending Party.

4.3. All packages shall be clearly marked with the notation "UNITED STATES/REPUBLIC OF LATVIA BILATERAL GIS AGREEMENT EXCHANGE MATERIALS—NON REIMBURSABLE."

4.4. The following addresses should be used for shipments of all hard copy/digital topographic products, data, publications, and related GIS materials:

#### 4.4.1. TO THE UNITED STATES OF AMERICA:

4.4.1.1. MoD-produced hard copy/digital topographic products, data, publications, and related GIS materials (library copies, reproduction material, gazetteers, catalogs, specifications, publications, etc.), send to:

National Geospatial-Intelligence Agency  
ATTN: OIPE, D-136  
4600 Sangamore Road  
Bethesda, MD 20816-5003 U.S.A.  
TELEPHONE: + 1-301-227-7950  
FAX: + 1-301-227-7950

4.4.1.2. Bulk shipments/operational stocks of MoD-produced hard copy/digital topographic products, send to:

DLA Defense Distribution Mapping Activity  
US Army Depot Germersheim  
Building 7986  
D-76726 Germersheim, Germany  
TELEPHONE: + 49-7274-965414  
FAX: + 49-7274-965405

4.4.1.3. Requests for bulk and additional stock of NGA-produced hard copy/digital topographic products, data, publications, and related GIS materials, send to:

National Geospatial-Intelligence Agency  
ATTN: OIPE, D-136  
4600 Sangamore Road  
Bethesda, MD 20816-5003 U.S.A.  
TELEPHONE: + 1-301-227-7950  
FAX: + 1-301-227-2303

#### 4.4.2. TO THE REPUBLIC OF LATVIA:

4.4.2.1. NGA-produced hard copy/digital topographic products, data, publications, and related GIS materials (library copies, reproduction material, gazetteers, catalogs, specifications, publications, etc.) send to:

Ministry of Defence  
ATTN: Geospatial Information Advisor to  
the State Secretary  
10/12 Kr. Valdemara Str., Riga, LV-1473  
Republic of Latvia  
TELEPHONE: + 371-7-335-184

FAX: + 371-7-212-307

4.4.2.2. Bulk shipments/operational stocks of NGA-produced hard copy/digital topographic products, send to:

Ministry of Defence,  
National Armed Forces HQ  
ATTN: Geographic Information Service  
5 Maiznicas str., Riga, LV-1001  
Republic of Latvia  
TELEPHONE: + 371-7-335-328  
FAX: + 371-7-339-974

4.4.2.3. Requests for bulk and additional stock of MoD-produced hard copy/digital topographic products, data, publications, and related GIS materials, send to:

Ministry of Defence  
ATTN: Geospatial Information Advisor to  
the State Secretary  
10/12 Kr. Valdemara Str., Riga, LV-1473  
Republic of Latvia  
TELEPHONE: + 371-7-335-184  
FAX: + 371-7-212-307

## 5. REVISIONS

5. Transmittals of new indexes and notification by either Party of discontinued hard copy/digital topographic products, data, publications, and related GIS materials shall automatically constitute revisions to this Implementing Annex in accordance with ARTICLE XIV (AMENDMENT, TERMINATION, ENTRY INTO EFFECT, AND DURATION) of the Agreement.

## 6. RETURN OF MATERIALS

6. In the event of termination of the Agreement or this Implementing Annex, all hard copy/digital topographic products, data, publications, and related GIS materials that have already been exchanged, excluding hard copy/digital topographic products, data, publications, and related GIS materials on loan, need not be returned and shall remain the property of the holder unless otherwise agreed.

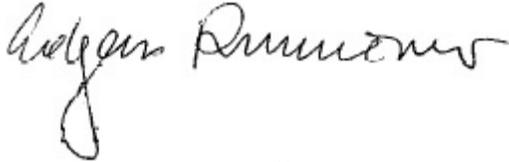
## 7. VALIDITY

7. This Implementing Annex shall enter into effect upon signature by both parties and shall remain in effect in accordance with ARTICLE XIV (AMENDMENT, TERMINATION, ENTRY INTO EFFECT AND DURATION) of the Agreement.

## 8. SIGNATURES

IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed this Implementing Annex. Prepared in duplicate, in the English and Latvian languages, each of which shall be of equal authenticity. One copy in each language shall be duly signed and exchanged between the Parties.

FOR THE MINISTRY OF DEFENCE OF  
THE REPUBLIC OF LATVIA



EDGARS RINKĒVIČS  
State-Secretary

Date: 18. 05. 2004

Location: Riga, Latvia

FOR THE NATIONAL GEOSPATIAL-  
INTELLIGENCE AGENCY

DEPARTMENT OF DEFENSE UNITED  
STATES OF AMERICA



JAMES R. CLAPPER  
Lieutenant General, USAF (Ret.)  
Director, National Geospatial-  
Intelligence Agency

Date: 18. 05. 2004

Location: Riga, Latvia

**APPENDIX I**  
**TO IMPLEMENTING ANNEX A**  
**EXCHANGE OF TOPOGRAPHIC PRODUCTS, DATA, PUBLICATIONS, AND**  
**RELATED GEOSPATIAL INFORMATION AND SERVICES MATERIALS**

1. The National Geospatial-Intelligence Agency (NGA) shall provide, free of charge, the following NGA produced hard copy/digital topographic products, data, publications, and related Geospatial Information and Services (GIS) materials to the Ministry of Defence (MoD). Current editions shall be provided initially, if required. Thereafter, new editions or applicable amendments shall be provided in like quantities. Maps produced and maintained by the Republic of Latvia, or third party countries, are not included. Digitized versions (ADRG, CADRG, etc.) of these products shall be provided upon request if otherwise available and releasable.

1.1. Hard Copy Products:

1.1.1. On request, six (6) copies of each current and future edition of the large scale topographic products in the following series, over the territory of Latvia:

N701  
N752

1.1.2. Six (6) copies of each current and future edition of the following small scale maps:

Series 1209 (EUROPE), GNC04, JNC010, ONCD02, ONCD03, ONCE03, TPCD02C, TPCD03D, TPCE03B

1.2. Reproduction Material: One (1) set of digital reproduction material for all NGA-produced products furnished under paragraph 1.1. above, upon request.

1.3. Publications, related GIS materials and Geographic Names Data: Two (2) copies each of the following and, if available, one (1) copy each on CD-ROM or DVD, automatically:

1.3.1. Current and future releasable catalogs, technical publications, instructions and specifications related to the topographic products, data, and related GIS material identified in Implementing Annex A.

1.3.2. The existing NGA/US Board on Geographic Names (US BGN) Gazetteer of the Republic of Latvia and gazetteers relevant to the topographic products specified in paragraph 1.1. above, or a hard-copy listing of geographic names data from the NGA/US BGN Geographic Names Database, or in CDROM format; current NGA/US BGN principles, policies and procedures for the selection and standardization of geographic names; and, any other geographic names information as mutually agreed upon.

2. The Ministry of Defence (MoD) shall provide, free of charge, the following MoD-produced hard copy/digital topographic products, data, publications, and related Geospatial Information and Services (GIS) materials to NGA. Current editions shall be provided initially, if required. Thereafter, new editions or applicable amendments shall be provided in like quantities.

2.1. Topographic Products:

2.1.1. Six (6) copies of each current and future edition of the large, medium and small scale topographic products in the following series, automatically:

N756

Series 1501/1501—A Joint Operations Graphics, over the territory of Latvia  
City Graphics

2.1.2. Hard copy and/or digital data of all products generated by the Geographic Information Service, Latvian National Armed Forces Headquarters

2.2. Reproduction Material: One (1) set digital reproduction material for all MoD-produced topographic products furnished under paragraph 2.1. above, upon request. Whenever such reproduction material is provided, two (2) hard copies of the product shall be furnished as well.

2.3. Publications, related GIS materials and Geographic Names Data: Two (2) copies each of the following MoD publications covering the sovereign territory of the Republic of Latvia:

2.3.1. Current and future catalogs, technical publications, instructions and specifications related to the topographic products, data, and related GIS material identified in Implementing Annex A, produced by MoD.

2.3.2. Indices for all MoD products.

2.3.3. Updated geographic names information in the following order of preference:  
CDROM or DVD (preferred)  
Hardcopy printout from a names database;  
Hardcopy gazetteer

2.3.4. Listings of all MoD publications related to cartography, geodesy, geography, toponymy, photogrammetry, and progress reports on production capabilities.

2.3.5. An official description, including graphics if available, of the international boundaries of the Republic of Latvia.

2.3.6. An official listing, with graphics if available, describing the administrative-territorial structure of the Republic of Latvia.

**APPENDIX II**  
**TO IMPLEMENTING ANNEX A CO-PRODUCTION AND EXCHANGE**  
**OF DIGITAL TERRAIN ELEVATION DATA (DTED®)**

1. NGA shall automatically provide, free of charge to the Ministry of Defence (MoD), the material listed below:

1.1. One (1) copy each of NGA-produced latest edition DTED® Level-1 one-degree cells over the sovereign territory of the Republic of Latvia, and other geographic areas as determined as available and releasable. Future levels of DTED® shall be considered if release is authorized by the Department of Defense of the United States of America.

1.2. Two (2) copies each of NGA technical publications, instructions, specifications and standards (including revisions/changes) related to DTED®, upon request.

1.3. One (1) copy each of relevant releasable applications software and the format and media requirements for the production/finalization of one-degree cells.

2. The Ministry of Defence (MoD) shall:

2.1. Automatically provide free of charge to NGA the material listed below:

2.1.1. One (1) copy each of the latest edition of DTED® Level-1 cells produced by or acquired by or for MoD.

2.1.2. Four (4) copies each of MoD technical publications, instructions, specifications and standards (including revisions/changes) related to digital elevation data and related materials.

2.1.3. One (1) copy each of relevant releasable applications software and the format and media requirements for the production/finalization of digital elevation data.

2.2. Use the latest NGA DTED® specifications for all MoD recompilation and/or updates to DTED® cells provided by NGA.

2.3. Use the latest NGA DTED® specifications for all MoD production of new DTED® Level-1 cells over the sovereign territory of the Republic of Latvia, or other specified areas.

**APPENDIX III**  
**TO IMPLEMENTING ANNEX A CO-PRODUCTION AND EXCHANGE**  
**OF ARC DIGITIZED RASTER GRAPHICS (ADRG)/**  
**COMPRESSED ARC DIGITIZED RASTER GRAPHICS (CADRG)**

1. The National Geospatial-Intelligence Agency (NGA) shall:

1.1. Upon request, provide free of charge to the Ministry of Defence (MoD), the material listed below:

1.1.1. One (1) copy each of NGA-produced latest edition ADRG/CADRG data or related raster digital data over the area of interest defined by products exchanged under paragraphs 1.1. and 2.1. of Appendix I, as determined as available and releasable.

1.1.2. One copy of CDRGX5NNNQ3136 (NSN 7644014320571)

1.1.3. Two (2) copies each of NGA technical publications, instructions, specifications and standards (including revisions/changes) related to ADRG/CADRG.

1.1.4. One (1) copy each of relevant releasable applications software and the format and media requirements for the production/finalization of ADRG/CADRG.

1.2. Consider any Ministry of Defence (MoD) request for conversion of MoD-produced topographic maps to a digitized (raster) format.

2. The Ministry of Defence (MoD) shall:

2.1. Automatically provide, free of charge to NGA, the material listed below:

2.1.1. One (1) copy of any MoD-produced raster digital topographic products or data.

2.1.2. Two (2) copies each of MoD technical publications, instructions, specifications and standards (including revisions/changes) related to raster digital data.

2.1.3. One (1) copy each of relevant releasable applications software, and the format and media requirements for the production/finalization of raster digital data.

2.2. Use the latest NGA ADRG/CADRG specifications for all MoD recompilation and/or updates to ADRG/CADRG data provided by NGA.

2.3. Use the latest NGA ADRG/CADRG specifications for all MoD production of new ADRG/CADRG data over the sovereign territory of the Republic of Latvia, or other specified areas.

2.4. Automatically provide free of charge to NGA, one (1) copy each of the latest edition of ADRG/CADRG data produced by MoD.

**APPENDIX IV  
TO IMPLEMENTING ANNEX A REQUESTS  
FOR TOPOGRAPHIC PRODUCTS, DATA, PUBLICATIONS, AND  
RELATED GEOSPATIAL INFORMATION AND SERVICES MATERIALS**

1. At the sole discretion of the National Geospatial-Intelligence Agency (NGA), it may satisfy the Ministry of Defence (MoD) requests for copies of any NGA-produced hard copy/digital topographic products, data, publications, and related GIS materials, with the exception of those items subject to other bilateral agreements or other restrictions.

2. At the sole discretion of MoD, it may satisfy NGA requests for copies of any MoD-produced hard copy/digital topographic products, data, publications, and related GIS materials, with the exception of those items subject to other bilateral agreements or other restrictions.

3. Distribution of the items exchanged upon request will be as specified in Section 4—“Shipment of Materials” of Implementing Annex A.

**IMPLEMENTING ANNEX B  
TO THE BASIC EXCHANGE AND COOPERATIVE AGREEMENT  
BETWEEN THE MINISTRY OF DEFENCE OF THE REPUBLIC OF LATVIA  
AND THE NATIONAL GEOSPATIAL-INTELLIGENCE AGENCY  
OF THE DEPARTMENT OF DEFENSE  
OF THE UNITED STATES OF AMERICA  
CONCERNING GEOSPATIAL INFORMATION  
AND SERVICES COOPERATION  
GEODETTIC AND GEOPHYSICAL DATA, PUBLICATIONS, AND  
RELATED GEOSPATIAL INFORMATION AND SERVICES MATERIALS**

This Implementing Annex B Concerning Geodetic and Geophysical Data, Publications, and Related Geospatial Information and Services Materials is entered into pursuant to the Basic Exchange and Cooperative Agreement between the National Geospatial-Intelligence Agency of the Department of Defense of the United States of America and the Ministry of Defence of the Republic of Latvia Concerning Geospatial Information and Services Cooperation (hereinafter referred to as the Agreement).

**1. PURPOSE**

1. The purpose of this Implementing Annex is to define arrangements for the exchange of hard copy/digital geodetic and geophysical data, publications, and related Geospatial Information and Services (GIS) materials and the provision of co-production support services of mutual interest between mapping organizations of the Department of Defense of the United States of America and the Ministry of Defence of the Republic of Latvia. The mapping organization of the United States of America is the National Geospatial-Intelligence Agency (NGA) and the mapping organization of the Republic of Latvia is the Ministry of Defence (MoD), hereinafter referred to as the Parties. In furtherance of this mutual objective, the Parties agree to the terms, procedures, and obligations set forth in this Implementing Annex.

**2. MATERIALS TO BE EXCHANGED/PROVIDED**

2.1. All hard copy/digital geodetic and geophysical data, publications, and related GIS materials provided under this Implementing Annex shall be done according to the shipping instructions in Section 4 (below)—“Shipment of Materials.”

2.1.1. Geodetic and Geophysical Data: Releasable hard copy/digital geodetic, geophysical, gravity and magnetic data accomplished by governmental or civilian organizations or activities, including indexes and final computations, shall be exchanged upon request.

2.1.2. Publications and related GIS materials: Copies of geodetic and geophysical publications and related GIS materials shall be exchanged as specified in Appendix I without charge to either Party. Additional copies of geodetic and geophysical

publications and related GIS materials provided for in Appendix I shall be requested in accordance with Appendix II and may be provided by either Party to the other.

### 3. COPYRIGHT, USE AND RELEASE RESTRICTIONS

3.1. Each Party shall honor the copyright, trademark, use and release restrictions on all hard copy/digital geodetic and geophysical data, publications and related GIS materials provided by the other Party relevant to this Implementing Annex in accordance with specific guidance from the providing Party at the time the hard copy/digital geodetic and geophysical data, publications and related GIS materials are transmitted.

3.2. Notwithstanding paragraph 3.1. above, each Party grants to the other a free (no cost) non-exclusive unlimited use license on either Party's produced or provided hard copy/digital geodetic and geophysical data, publications and related GIS materials that shall be used as source materials by either Party in the production of hard copy/digital geodetic and geophysical data, publications and related GIS materials for use by either Party's Government.

3.3. The Parties will mutually determine title to and use of co-produced products, information and related GIS materials.

### 4. SHIPMENT OF MATERIALS

4.1. All shipments of hard copy/digital geodetic and geophysical data, publications and related GIS materials by either Party to the other shall be accompanied by appropriate transmittal documents that list the contents of the shipment. Two or three copies of the transmittal shall be prepared: one advance copy shall be forwarded to the consignee by mail immediately prior to shipment, and one copy shall be enclosed in the shipment (two copies if return receipt is required). There shall be no advance copies of transmittals for Automatic Distribution.

4.2. All hard copy/digital geodetic and geophysical data, publications, and related GIS materials to be exchanged under this Implementing Annex shall be sent free of freight charges. All shipment costs shall be borne by the sending Party.

4.3. All packages shall be clearly marked with the notation "UNITED STATES/REPUBLIC OF LATVIA BILATERAL GIS AGREEMENT EXCHANGE MATERIAL—NON REIMBURSABLE."

4.4. The following addresses should be used for shipments of all hard copy/digital geodetic and geophysical data, publications and related GIS materials:

#### 4.4.1. TO THE UNITED STATES OF AMERICA:

4.4.1.1. MoD-produced hard copy/digital geodetic and geophysical data, publications, and related GIS materials, send to:

National Geospatial-Intelligence Agency  
ATTN: OIPE, Mail Stop D-136  
4600 Sangamore Road  
Bethesda, MD 20816-5003 U.S.A.  
TELEPHONE: + 1-301-227-7950  
FAX: + 1-301- 227-2303

4.4.1.2. Requests for additional stock of NGA-produced hard copy/digital geodetic and geophysical data, publications, and related GIS materials, send to:

National Geospatial-Intelligence Agency  
ATTN: OIPRE, Mail Stop D-136  
4600 Sangamore Road  
Bethesda, MD 20816-5003 U.S.A.  
TELEPHONE: + 1-301-227-7950  
FAX: + 1-301-227-2303

#### 4.4.2. TO THE REPUBLIC OF LATVIA:

4.4.2.1. NGA-produced hard copy/digital geodetic and geophysical data, publications, and related GIS materials, send to:

Ministry of Defence  
ATTN: Geospatial Information Advisor  
to the State Secretary  
10/12 Kr. Valdemara Str.  
Riga, LV-1473  
Republic of Latvia  
TELEPHONE: + 371-7-33-51-84  
FAX: + 371-7-21-23-07

4.4.2.2. Requests for additional stock of MoD-produced hard copy/digital geodetic and geophysical data, publications, and related GIS materials, send to:

Ministry of Defence  
ATTN: Geospatial Information Advisor  
to the State Secretary  
10/12 Kr. Valdemāra Str.  
Riga, LV-1473  
Republic of Latvia  
TELEPHONE: + 371-7-33-51-84  
FAX: + 371-7-21-23-07

## 5. REVISIONS

5. Transmittals of new indexes and notification by either Party of discontinued hard copy/digital geodetic and geophysical data, publications, and related GIS materials shall automatically constitute revisions to this Implementing Annex in accordance with ARTICLE XIV, (AMENDMENT, TERMINATION, ENTRY INTO EFFECT AND DURATION) of the Agreement.

## 6. RETURN OF MATERIALS

6. In the event of termination of the Agreement or this Implementing Annex, all hard copy/digital geodetic and geophysical data, publications, and related GIS materials that have already been exchanged, excluding hard copy/digital geodetic and geophysical data, publications, and related GIS materials on loan, need not be returned and shall remain the property of the holder unless otherwise agreed.

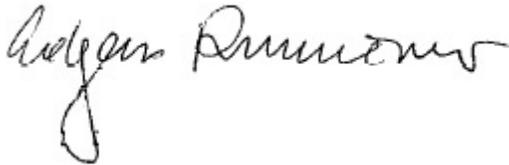
## 7. VALIDITY

7. This Implementing Annex shall enter into effect on the date of the last signature and shall remain in effect in accordance with ARTICLE XIV, (AMENDMENT, TERMINATION, ENTRY INTO EFFECT AND DURATION) of the Agreement.

## 8. SIGNATURES

IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed this Implementing Annex. Prepared in duplicate, in the English and Latvian languages, each of which shall be of equal authenticity. One copy in each language shall be duly signed and exchanged between the Parties.

FOR THE MINISTRY OF DEFENCE OF  
THE REPUBLIC OF LATVIA



EDGARS RINKĒVIČS  
State Secretary

Date: 18. 05. 2004

Location: Riga, Latvia

FOR THE NATIONAL GEOSPATIAL-  
INTELLIGENCE AGENCY  
DEPARTMENT OF DEFENSE UNITED  
STATES OF AMERICA



JAMES R. CLAPPER  
Lieutenant General, USAF (Ret.)  
Director, National Geospatial-  
Intelligence Agency

Date: 18. 05. 2004

Location: Riga, Latvia

**APPENDIX I**  
**TO IMPLEMENTING ANNEX B**  
**EXCHANGE OF GEODETIC AND GEOPHYSICAL DATA,**  
**PUBLICATIONS AND RELATED GEOSPATIAL INFORMATION**  
**AND SERVICES MATERIALS**

1. The National Geospatial-Intelligence Agency (NGA) shall, upon request and free of charge, provide each of the following in hard copy, magnetic tape, CD-ROM, or other available media, as appropriate, to the Ministry of Defence (MoD):

1.1. Precise Positioning System (GPS) ephemerides.

1.2. Geodetic point positioning data, to include satellite derived positional data of releasable areas.

1.3. Releasable Marine Gravity Data for selected geographic regions of interest in open ocean waters.

1.4. Publications and related Geospatial Information and Services (GIS) materials.

2. MoD shall, upon request and free of charge, provide each of the following in hard copy, magnetic tape, CD-ROM, or other available media, as appropriate and agreed upon, to NGA:

2.1. Geodetic point positioning data, to include satellite derived positional data over the sovereign territory of the Republic of Latvia.

2.2. Land and Marine Gravity Data over the sovereign territory of the Republic of Latvia and the territorial waters of the Republic of Latvia.

2.3. Publications and related GIS materials.

**APPENDIX II**  
**TO IMPLEMENTING ANNEX B**  
**REQUESTS FOR GEODETIC AND GEOPHYSICAL DATA AND**  
**RELATED GEOSPATIAL INFORMATION AND SERVICES MATERIALS**

1. At the sole discretion of the National Geospatial-Intelligence Agency (NGA), it may satisfy Ministry of Defence (MoD) requests for copies of any NGA-produced hard copy/digital geodetic and geophysical data, publications and related Geospatial Information and Services (GIS) materials, with the exception of those items subject to other bilateral agreements or other restrictions.

2. At the sole discretion of the MoD, it may satisfy NGA requests for copies of any MoD—produced hard copy/digital geodetic and geophysical data, publications, and related GIS materials, with the exception of those items subject to other bilateral agreements or other restrictions.

3. Distribution of the items exchanged upon request shall be as specified in Section 4—“Shipment of Materials” of Implementing Annex B.