

03 - 26

**BASIC EXCHANGE AND COOPERATIVE AGREEMENT**

**BETWEEN**

**THE MINISTRY OF DEFENSE  
OF  
THE REPUBLIC OF MOLDOVA**

**AND**

**THE NATIONAL IMAGERY AND MAPPING AGENCY  
OF THE  
DEPARTMENT OF DEFENSE  
OF THE  
UNITED STATES OF AMERICA**

**CONCERNING**

**GLOBAL GEOSPATIAL INFORMATION  
AND SERVICES COOPERATION**

**PREAMBLE**

The Ministry of Defense of the Republic of Moldova and the National Imagery and Mapping Agency (NIMA) of the Department of Defense of the United States of America, hereinafter referred to as the Parties:

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

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

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

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

Accordingly the Parties have agreed as follows:

**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 legislation. Whether the information is provided or generated under this Agreement, the information shall be marked to identify its "in confidence" nature. It could include information which has been declassified, but remains controlled.
Copyright	Legal protection of property interest in written product or intellectual property, to include digital databases, maps and charts.
GGIS	Global Geospatial Information and Services. Defined as the collection, transformation, generation, portrayal, dissemination, and storing of geodetic, geomagnetic, aeronautical, topographic, hydrographic, imagery, cartographic, cultural, bathymetric and toponymic data. GGIS

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.

Information

Knowledge that can be communicated by any means.

NIMA

The National Imagery and Mapping Agency.

Implementing authorities  
of the Agreement

The Implementing Authorities of this Agreement are the Topogeodetic Supplying Section of the Main Staff of the National Army (TSS MS) of the Ministry of Defense of the Republic of Moldova and the National Imagery and Mapping Agency (NIMA) of the Department of Defense of the United States of America.

Third Party

A person or entity, other than an officer, employee or agency of the government of a Party. Contractors are not considered to be Third Parties for the purpose of disclosure to, and use by them, of products, information and materials for the purpose of this Agreement.

TSS MS

Topogeodetic Supplying Section of the Main Staff

W G S

World Geodetic System.

## ARTICLE II OBJECTIVES

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

2.1.1. To exchange selected products, data, publications, and related GIS materials for the use of the Government of both Parties for defense and government purposes. The items to be exchanged shall include, but are not limited to, maps, charts, 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 agreed upon in the production of products, data, publications, and other related GIS materials required by both Governments.

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 products, data, publications, and related GIS materials. Such exchanges shall 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 a quarterly 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 shall include no provision inconsistent with this Agreement and shall include any national restrictions which may be in effect on the entrustment of products, data, publications, and related GIS materials to be co-produced, provided, or exchanged. The Parties shall 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 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. Either Party may reproduce the products, 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, publications, and related GIS materials shall 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 shall 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 within a Party's government shall be marked with classification or release codes to ensure that the information stays within that organization. The exchanged and reproduced products, data, publications, and related GIS materials shall be utilized by both Parties in accordance with the purpose of this Agreement.

4.3. 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.

4.4. In cases where a Party's copies of any 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 shall 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 products, data, publications, or the related GIS materials to be provided and the duration of the subject support shall be mutually determined by both Parties on a case-by-case basis.

4.5. Hardcopy 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, which shall facilitate conversion to all-digital GIS production.

4.6. The Parties agree to individually establish accounting procedures for exchanged and co-produced 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 shall be conducted on an annual basis.

4.7. No facility will be employed pursuant to this Agreement in which the products, information, or related GIS materials supplied by a Party are to be used where the financial, administrative, policy or management control of such facility is directed by a citizen of a country other than the Republic of Moldova or the United States of America, without the prior written approval of the Party supplying the products, information, or related GIS materials, except as otherwise mutually determined in the relevant Implementing Annexes.

4.8 The Parties agree that all TSS MS / NIMA exchanged or coproduced products, data, publications, and related GIS materials provided to NIMA under the terms of this Agreement may be provided by NIMA to multinational, coalition, or other combined operations forces nations for defense, humanitarian, peacekeeping, and related activities.

#### ARTICLE V FINANCIAL PROVISIONS

5.1. Each Party shall bear the costs it incurs for performing, managing, and administering its activities under this Agreement. Any such costs shall be included as part of each Party's contribution to the support of the Agreement. These costs shall include employee salaries, travel, per diem, costs associated with any unique national requirement, contractor fees or other costs as specifically agreed upon. Variations from this financial provision shall be addressed in the specific Implementing Annex as required.

5.2. A Party shall 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 shall immediately consult with a view toward continuation on a mutually agreed modified basis.

5.3. All costs of mailing and transporting products, data, publications, and related GIS materials shall be borne by the providing Party.

5.4. Resources to be allocated by the Parties for cooperative efforts outside the scope of the jointly agreed work set forth in ARTICLE II, OBJECTIVES, or other costs shall be subject to future agreement of the Parties.

5.5. 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**

6.1. 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 shall be used only by the Parties 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

8.1. The Parties shall not sell, transfer title to, disclose or transfer possession of 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

10.1. 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

11.1. The Agreement Among the States, Parties to the North Atlantic Treaty and the Other States Participating in the Partners for Peace Regarding the Status of Their Forces, dated 19 June 1995, shall apply to members of the Armed Forces of the Parties and their civilian component participating in activities under this agreement.

#### ARTICLE XII

#### CUSTOMS DUTIES, TAXES, AND SIMILAR CHARGES

12.1. Customs duties, import and export taxes, and similar charges shall be administered in accordance with each Party's respective laws and regulations. Insofar as existing national laws and regulations permit, the Parties shall endeavor to ensure that such readily identifiable duties, taxes and similar charges

as well as quantitative restrictions on imports and exports are not imposed in connection with any activities pursuant to this Agreement.

12.2. Each Party shall use its best efforts to ensure that customs duties, import and export taxes, and similar charges are administered in a manner favorable to the efficient and economical conduct of the work. If any such duties, taxes, or similar charges are levied, the Party in whose country they are levied shall bear such costs.

**ARTICLE XIII**  
**SETTLEMENT OF DISPUTES**

13.1. 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 and shall not be referred to a national court, to an international tribunal, or to any person or entity for settlement.

**ARTICLE XIV**  
**GENERAL PROVISIONS**

14.1. All activities of the Parties under this Agreement shall be carried out in accordance with their national laws, and the responsibilities of the Parties shall be subject to the availability of appropriated funds for such purposes.

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

14.3. 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 XV**  
**AMENDMENT, WITHDRAWAL, TERMINATION, ENTRY INTO EFFECT AND DURATION**

15.1. This Agreement and its Implementing Annexes and Appendixes may be amended by written agreement of the Parties. Implementing Annexes and Appendixes may be amended and new Appendixes may be added to Implementing Annexes by written agreement of the persons authorized to sign

Implementing Annexes or their written designees. Amendment of Implementing Annexes or Appendixes shall not require renegotiation or amendment of the Agreement, and addition of new Appendixes shall not require renegotiation or amendment of the Implementing Annex.

15.2. 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.

15.3. 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:

15.3.1. 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. The Parties shall continue participation, financial or otherwise, up to the effective date of termination.

15.3.2. Each Party shall pay the costs it incurs as a result of the withdrawal.

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

15.4. Termination of the Agreement terminates all Implementing Annexes.

15.5. 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.

15.6. This Agreement, which consists of the Preamble, fifteen (15) Articles and three (3) Implementing Annexes (Implementing Annex A, Technical Assistance and Training, Annex B, Topographic Products, Data, Publications, and Related Global Geospatial Information and Services Materials, and Annex D, Geodetic And Geophysical Data, Publications, And Related Global Geospatial Information And Services Materials), shall enter into effect upon the date of notification, by diplomatic channels, to the National Imagery and Mapping Agency by the Ministry of Defense of the Republic of Moldova of approval in accordance with relevant national legislation of the Republic of Moldova and shall remain in effect until terminated or superseded.

The foregoing represents the understanding of the Department of Defense of the United States of America, and the Ministry of Defense of the Republic of Moldova upon the matters referred to therein.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed this Agreement.

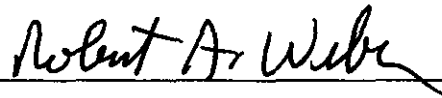
Done in Brussels on 24 June 2002 in two original copies, each in Moldovan and English.

FOR THE MINISTRY OF DEFENSE  
REPUBLIC OF MOLDOVA

FOR THE NATIONAL IMAGERY  
AND MAPPING AGENCY  
DEPARTMENT OF DEFENSE  
UNITED STATES OF AMERICA



ION CAPATINA  
H.E. Extraordinary and Plenipotentiary  
Ambassador of the Republic of Moldova  
in the Kingdom of Belgium



ROBERT A. WEBER  
Director, Office of International and Policy

**IMPLEMENTING ANNEX A**  
**TO THE**  
**BASIC EXCHANGE AND COOPERATIVE AGREEMENT**

**BETWEEN**

**THE MINISTRY OF DEFENSE**  
**OF**  
**THE REPUBLIC OF MOLDOVA**

**AND**

**THE NATIONAL IMAGERY AND MAPPING AGENCY**  
**OF THE**  
**DEPARTMENT OF DEFENSE**  
**OF THE**  
**UNITED STATES OF AMERICA**

**CONCERNING**  
**GLOBAL GEOSPATIAL INFORMATION AND SERVICES COOPERATION**

**TECHNICAL ASSISTANCE AND TRAINING**

This Implementing Annex A Concerning Technical Assistance and Training is entered into pursuant to the Basic Exchange and Cooperative Agreement between the Ministry of Defense of the Republic of Moldova and the National Imagery and Mapping Agency of the Department of Defense of the United States of America Concerning Global Geospatial Information and Services Cooperation (hereinafter referred to as the Agreement).

## **1. PURPOSE**

1.1. The purpose of this Implementing Annex is to define arrangements for the provision of technical assistance and training to facilitate mutually beneficial production of Global Geospatial Information and Services (GGIS) products, data, publications, and related of GGIS materials and the provision of co-production support services of mutual interest between the Ministry of Defense of the Republic of Moldova mapping organizations and the Department of Defense of the United States of America. The Republic of Moldova organization is the Topogeodetic Supplying Section of the Main Staff (TSS MS) and the United States of America organization is the National Imagery and Mapping Agency (NIMA). In furtherance of this mutual objective, the Parties agree to the terms, procedures, and obligations set forth in this Implementing Annex.

## **2. TECHNICAL ASSISTANCE AND TRAINING**

2.1. To ensure conformance and interoperability of products, data, publications, and related GGIS materials, TSS MS and NIMA agree to make available or provide the following services.

### **2.2. TECHNICAL ASSISTANCE**

2.2.1. NIMA shall perform, upon request, an assessment of the Republic of Moldova's technology with full cooperation of TSS MS and provide TSS MS with a written assessment of technology and any recommendations regarding training needs.

2.2.2. Upon the mutual agreement of the Parties, TSS MS and NIMA shall exchange technical and training services on a mutually agreed upon schedule.

2.2.3. Each Party shall permit visits to its Government establishments, agencies and laboratories by employees of the other Party provided that the visit supports the provisions of the Agreement and this Implementing Annex, and is authorized by both Parties.

2.2.4. Requests for technical assessment and assistance by one Party to a facility of the other Party shall be coordinated through official channels and conform with the established visit procedures of the host country.

2.2.5. Technical assistance visits shall be in support of the GIS production processes and shall be mutually agreed by both Parties. Specific areas of technical support are defined in Appendixes I and II.

### 2.3. TRAINING

#### 2.3.1. NIMA:

2.3.1.1. May offer tuition-free formal training at the National Imagery and Mapping College (NIMC), Defense Mapping School (DMS), Ft. Belvoir, Virginia, U.S.A. to support the variety of GIS production processes. Transportation and per diem costs shall be borne by TSS MS, unless otherwise stated. All instruction by the NIMC DMS shall be in the English language and the prerequisite concerning the English Comprehension Level for a course shall be met. A course listing for the current and upcoming calendar year shall be furnished annually.

2.3.1.2. Mobile Training Teams (MTTs) for some courses may also be provided tuition-free and may be taught as available and mutually agreed. A listing of possible MTTs shall be furnished upon request.

2.3.2. TSS MS shall offer similar training as available.

2.4. The following addresses shall be used for all coordination related to the technical assistance and training provided under this Implementing Annex:

#### 2.4.1. FOR THE UNITED STATES OF AMERICA:

National Imagery and Mapping Agency

ATTN: NPAE, Mail Stop D-120

4600 Sangamore Road

Bethesda, MD 20816-5003 USA

TELEPHONE: (301) 227-5379

FAX: (301) 227-2835

2.4.2. FOR THE REPUBLIC OF MOLDOVA:

Topogeodetic Supplying Section  
of the Main Staff  
84, Hincesti Highway  
Chisinau 2021  
Republic of Moldova  
TELEPHONE: 373-2-799-129  
FAX: 373-2-232-635

3. VALIDITY

3.1. This Implementing Annex shall enter into effect in accordance with Paragraph 15.6., Article XV, "AMENDMENT, WITHDRAWAL, TERMINATION, ENTRY INTO EFFECT AND DURATION" of the Basic Agreement.

4. SIGNATURES

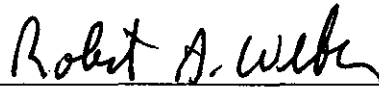
IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed this Implementing Annex. Prepared in duplicate, in the English and Moldovan languages, each of which shall be of equal authenticity. One copy in each language shall be duly signed and exchanged between the Parties. Done in Brussels on 24 June 2002 in two original copies, each in Moldovan and English.

FOR THE MINISTRY OF DEFENSE  
REPUBLIC OF MOLDOVA

FOR THE NATIONAL IMAGERY  
AND MAPPING AGENCY  
DEPARTMENT OF DEFENSE  
UNITED STATES OF AMERICA



ION CAPATINA  
H.E. Extraordinary and Plenipotentiary  
Ambassador of the Republic of Moldova  
in the Kingdom of Belgium



ROBERT A. WEBER  
Director, Office of International and Policy



**APPENDIX I  
TO  
IMPLEMENTING ANNEX A**

**HARD COPY PRODUCTION**

**1. ASSISTANCE VISITS**

1.1. Requests for technical assessment and assistance by one Party to a facility of the other Party shall be coordinated through official channels and conform with the established visit procedures of the host country.

1.2. The following is a list of the possible technical assistance visits in support of the hard copy production processes which shall be as mutually agreed by both Parties. Technical assistance may support one or more of the following hard copy product specifications and/or production phases as appropriate:

1.2.1. Topographic and Aeronautical Compilation

1.2.2. Photogrammetric Compilation (Shoreline and Topographic)

- Stereo

- Monoscopic

1.2.3. Revisions, including Single Color Overprints (SCO)

1.2.4. City Product Specifications

1.2.5. 1:50,000 Scale Specifications

1.2.6. 1:100,000 Scale Specifications

1.2.7. 1:250,000 Scale Specifications

1.2.8. 1:500,000 Scale Specifications

1.2.9. 1:1,000,000 Scale Specifications

1.2.10. Border Information Format/Marginalia

1.2.11. Feature Attribution/Symbolization

1.2.12. Editing Techniques

1.2.13. Quality Review/Quality Assurance

1.2.14. Color Proof Review and Edit

1.2.15. Finishing

1.2.16. Accuracy Evaluation

1.2.17. Datum Transformations

1.2.18. Standard Operating Procedure (SOP) Development

1.2.19. Production Management

1.2.20. Source Selection and Evaluation

1.2.21. Mosaic (automated) and Paneling (manual)

1.3. Technical assistance may also be provided in the following areas where necessary and appropriate:

1.3.1. Systems Engineering

1.3.2. Systems Architecture

1.3.3. Systems Management

1.3.4. Geodetic Data and Survey Processes

## 2. TRAINING

2.1. NIMA may supply tuition-free formal training at NIMC DMS to support hard copy production processes subject to availability of resources and funds. Hard copy production and management course information shall be provided upon request.

2.2. TSS MS may supply tuition-free formal training to support hard copy production processes subject to availability of resources and funds. Hard copy production and management course information shall be provided upon request.

**APPENDIX II  
TO  
IMPLEMENTING ANNEX A**

**DIGITAL PRODUCTION**

**1. ASSISTANCE VISITS**

1.1. Requests for technical assessment and assistance by one Party to a facility of the other Party shall be coordinated through official channels and conform with the established visit procedures of the host country.

1.2. The following is a list of the possible technical assistance visits in support of digital production processes which shall be mutually agreed to by both Parties. Technical assistance may support one or more of the following digital product specifications and/or production phases as appropriate:

1.2.1. Digital Terrain Elevation Data (DTED)<sup>®</sup> and Similar Elevation Data:

1.2.1.1. DTED<sup>®</sup> and Similar Elevation Data Structure and Format

1.2.1.2. DTED<sup>®</sup> and Similar Elevation Data Specifications

1.2.1.3. Accuracy Assessment and Computation

1.2.1.4. Compilation from Cartographic Sources

1.2.1.5. Compilation from Photogrammetric Sources

1.2.1.6. Analytical Photogrammetry

1.2.1.7. Compilation of Geomorphic Features

1.2.1.8. Editing Techniques

1.2.1.9. Quality Review/Quality Assurance

1.2.1.10. Datum Transformations

1.2.1.11. Validation Software

1.2.1.12. Standard Operating Procedure (SOP) Development

1.2.1.13. Production Management

1.2.1.14. Systems Architecture Analysis

1.2.2. Vector Product Format (VPF) and Associated Products:

1.2.2.1. VPF Standard and Associated Product Specifications

1.2.2.2. Associated Extraction Guides

1.2.2.3. Interoperability of Existing Geographic Data

1.2.2.4. Digital Geographic Information Exchange Standard (DIGEST)

1.2.2.5. Accuracy Assessment and Computation

1.2.2.6. Data Capture from Cartographic Sources

1.2.2.7. Data Capture from Photogrammetric Source

1.2.2.8. Digital Product Finishing for VPF and Associated Products

1.2.2.9. Product Revision for VPF and Associated Products

1.2.2.10. Editing Techniques

1.2.2.11. Quality Review/Quality Assurance

1.2.2.12. Datum Transformations

1.2.2.13. Validation Software

1.2.2.14. Standard Operating Procedure (SOP) Development

1.2.2.15. Production Management

1.3. Technical assistance may also be provided in the following areas where necessary and appropriate:

1.3.1. Systems Engineering

1.3.2. Systems Architecture

1.3.3. Systems Management

1.3.4. Geodetic Data and Survey Processes

## 2. TRAINING

2.1. NIMA may supply tuition-free formal training at NIMC DMS to support digital production processes subject to availability of resources and funds. Digital production and management course information shall be provided upon request.

2.2. TSS MS may supply tuition-free formal training to support digital production processes subject to availability of resources and funds. Digital production and management course information shall be provided upon request.

**IMPLEMENTING ANNEX B  
TO THE  
BASIC EXCHANGE AND COOPERATIVE AGREEMENT**

**BETWEEN**

**THE MINISTRY OF DEFENSE  
OF  
THE REPUBLIC OF MOLDOVA**

**AND**

**THE NATIONAL IMAGERY AND MAPPING AGENCY  
OF THE  
DEPARTMENT OF DEFENSE  
OF THE  
UNITED STATES OF AMERICA**

**CONCERNING  
GLOBAL GEOSPATIAL INFORMATION AND SERVICES COOPERATION**

**TOPOGRAPHIC PRODUCTS, DATA, PUBLICATIONS, AND RELATED GLOBAL  
GEOSPATIAL INFORMATION AND SERVICES MATERIALS**

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

## 1. PURPOSE

1.1. The purpose of this Implementing Annex is to define arrangements for the exchange of hard copy / digital topographic products, data, publications, and related Global Geospatial Information and Services (GGIS) materials and the provision of co-production support services of mutual interest between the Ministry of Defense of the Republic of Moldova mapping organizations and the Department of Defense of the United States of America. The Republic of Moldova organization is the Topogeodetic Supplying Section of the Main Staff (TSS MS) and the United States of America organization is the National Imagery and Mapping Agency (NIMA). 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 GGIS 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 II may be provided by either Party to the other.

2.1.2. Reproduction Materials: One (1) set of stable base film reproduction material (film positive or negative print sets or color separates, as agreed, and/or digital reproduction material if desired and available) 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. NIMA reserves the right to add a National Stock Number (NSN) and bar code, or similar means of identification, to assist in the stocking and distribution of these products.



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 II 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) formats. In most cases, digital topographic products, data, publications, and related GIS materials shall be exchanged via magnetic media in DIGEST A format. For finished Vector Product Format (VPF) products such as Vector Map (VMap), DIGEST C is the format to be used. NIMA shall provide a copy of the most current applicable DIGEST manual and VPF standard to TSS MS, 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. NIMA shall 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. TSS MS agrees as a condition of use of NIMA supplied GIS applications software, not to reverse engineer, nor attempt in any way or manner to duplicate such software without prior written authorization from NIMA.

2.2.3.3. TSS MS shall coordinate any and all changes to NIMA supplied GIS applications software with NIMA.

2.2.3.4. NIMA shall consider TSS MS requests for source code of any NIMA 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 a free (no cost) non-exclusive unlimited use license on either Party's produced or provided hard copy / digital topographic products, data, publications and related GIS materials that shall be used as source materials by either Party in the production of hard copy / digital topographic products, data, publications and related GIS materials for use by either Party's Government.

3.3. The Parties agree that no country "surcharge" shall be added to any public sale transaction.

3.4. Third country products shall be requested and obtained from the originating producer.

### **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.

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

4.3.1. TO THE UNITED STATES OF AMERICA:

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

National Imagery and Mapping Agency  
ATTN: GIMSA3, Mail Stop D-58  
4600 Sangamore Road  
Bethesda, MD 20816-5003 U. S. A.  
TELEPHONE: +1 (301) 227-2038  
FAX: +1 (301) 227-2037

4.3.1.2. Bulk shipments / operational stocks of TSS MS-produced hard copy / digital topographic products, send to:

DLA Defense Distribution Depot Europe (DDDE)  
Germersheim Branch  
Map Support Office, Building 7986  
Waldstrasse 7977  
D-76726 Germersheim, Germany  
TELEPHONE: 49-7274-58991  
FAX: 49-7274-58994

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

National Imagery and Mapping Agency  
ATTN: NPAE, Mail Stop D-120  
4600 Sangamore Road  
Bethesda, MD 20816-5003 U.S.A.  
TELEPHONE: +1 (301) 227-5370  
FAX: +1 (301) 227-2835

4.3.2. TO REPUBLIC OF MOLDOVA:

4.3.2.1. NIMA-produced hard copy / digital topographic products, data, publications, and related GIS materials (library copies, bulk shipments / operational stocks, reproduction material, gazetteers, catalogs, specifications, publications, etc.), send to:

Topogeodetic Supplying Section  
of the Main Staff  
84, Hincesti Highway  
Chisinau 2021  
Republic of Moldova

TELEPHONE: 373-2-799-129

FAX: 373-2-232-635

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

Topogeodetic Supplying Section  
of the Main Staff  
84, Hincesti Highway  
Chisinau 2021  
Republic of Moldova

TELEPHONE: 373-2-799-129

FAX: 373-2-232-635

**5. REVISIONS**

5.1. 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 XV, AMENDMENT, WITHDRAWAL, TERMINATION, ENTRY INTO EFFECT, AND DURATION of the Agreement.

**6. RETURN OF MATERIALS**

6.1. 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**

7.1. This Implementing Annex shall enter into effect in accordance with Paragraph 15.6., Article XV, "AMENDMENT, WITHDRAWAL, TERMINATION, ENTRY INTO EFFECT AND DURATION" of the Basic Agreement.

**8. SIGNATURES**

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

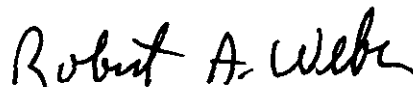
Done in Brussels on 24 June 2002 in two original copies, each in Moldovan and English.

FOR THE MINISTRY OF DEFENSE  
REPUBLIC OF MOLDOVA

FOR THE NATIONAL IMAGERY  
AND MAPPING AGENCY  
DEPARTMENT OF DEFENSE  
UNITED STATES OF AMERICA



ION CAPATINA  
H.E. Extraordinary and Plenipotentiary  
Ambassador of the Republic of Moldova  
in the Kingdom of Belgium



ROBERT A. WEBER  
Director, Office of International and Policy

APPENDIX I  
TO  
IMPLEMENTING ANNEX B

EXCHANGE OF TOPOGRAPHIC PRODUCTS, DATA, PUBLICATIONS, AND RELATED GLOBAL  
GEOSPATIAL INFORMATION AND SERVICES MATERIALS

1. The National Imagery and Mapping Agency (NIMA) shall provide, free of charge, the following NIMA produced hard copy / digital topographic products, data, publications, and related Global Geospatial Information and Services (GGIS) materials to the Topogeodetic Supplying Section of the Main Staff (TSS MS). 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 Moldova, 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. Topographic Products:

1.1.1. Six (6) copies of each current and future edition of large scale topographic products:

1:50,000 scale topographic maps:

Series M705

Sheets 4289 I

4290 III, IV

4388 I

4389 III

Series N701

Sheets 4114 I, III, IV

4489 I, II, III, IV

4214 I, II, IV

4586 IV

4290 I, II

4587 I, III

4389 II, III, IV

4588 I, II, III, IV

4390 I, II, III, IV

4589 III, IV

4391 IV

4590 I, II, III, IV

4485 I, II, III, IV

4687 I, IV

4486 I, II, III, IV

4688 I, II, III, IV

4487 I, III, IV

4689 III, IV

4488 I, II, III, IV

1.1.2. Six (6) copies of each current and future edition of the medium scale Joint Operations Graphics (JOG), Series 1501A as listed:

Series 1501A

Sheets NM35-11, NM35-12

NL35-02, NL35-03, NL35-06, NL35-09

1.2. Reproduction Material: One (1) set of reproduction material (stable base film positive or negative print sets or color separates, as agreed, and/or digital reproduction material if desired and available) for all NIMA-produced topographic 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 magnetic tape or CD-ROM, automatically:

1.3.1. Current and future releasable catalogs (to include NIMA Topographic Products Catalog Part 3, Volume 1 [CATP3V01U], and its Semiannual Bulletin Digest [CATP3V01UBD]), 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 NIMA/US Board on Geographic Names (US BGN) Gazetteer of the Republic of Moldova and gazetteers relevant to the topographic products specified in paragraph 1.1. above, or a hard-copy listing of geographic names data from the NIMA/US BGN Geographic Names Database, or an 8mm magnetic tape cartridge of this data in Names Information Tape (NIT) format; current NIMA/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 Topogeodetic Supplying Section of the Main Staff (TSS MS) shall provide, free of charge, the following TSS MS-produced hard copy / digital topographic products, data, publications, and related Global Geospatial Information and Services (GGIS) materials to NIMA. 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 editions of the following releasable large, medium and small scale topographic products over the Republic of Moldova:

Scale 1:1,000,000:

L-35, L-36, M-35, M-36

Scale 1:500,000:

L-35-A, L-35-B, L-35-C, L-35-D, L-36-A, M-35-C, M-35-D

Scale 1:200,000:

L-35-04, L-35-05, L-35-06, L-35-10, L-35-11, L-35-12, L-35-17, L-35-18, L-35-23,  
L-36-13, M-35-33, M-35-34, M-35-35

Scale 1:100,000:

L-35-007, L-35-008, L-35-009, L-35-010, L-35-011, L-35-019, L-35-020,  
L-35-021, L-35-022, L-35-023, L-35-024, L-35-032, L-35-033, L-35-034,  
L-35-035, L-35-036, L-35-045, L-35-046, L-35-047, L-35-048, L-35-057,  
L-35-058, L-35-059, L-35-060, L-35-069, L-35-070, L-35-071, L-35-081,  
L-35-082, L-35-093, L-35-094, L-36-049, M-35-126, M-35-127, M-35-128,  
M-35-138, M-35-139, M-35-140, M-35-141, M-35-142

2.2. Reproduction Material: One (1) set of reproduction material (stable base film positive or negative print sets or color separates, as agreed, and/or digital reproduction material if desired and available) for all TSS MS-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 of the current and future gazetteers covering the sovereign territory of the Republic of Moldova.

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 TSS MS.

2.3.2. Indices for all TSS MS products.



2.3.3. Updated geographic names information in the following order of preference:

- 8mm magnetic tape cartridge in Names Information Tape (NIT) format;
- Magnetic tape in commercial format;
- Hardcopy printout from a names database;
- Hardcopy gazetteer.

2.3.4. Listings of all TSS MS 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 Moldova.

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

**APPENDIX II  
TO  
IMPLEMENTING ANNEX B**

**REQUESTS FOR TOPOGRAPHIC PRODUCTS, DATA, PUBLICATIONS, AND RELATED GLOBAL  
GEOSPATIAL INFORMATION AND SERVICES MATERIALS**

1. At the sole discretion of the National Imagery and Mapping Agency (NIMA), it may satisfy the Topogeodetic Supplying Section of the Main Staff (TSS MS) requests for copies of any NIMA-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 TSS MS, it may satisfy NIMA requests for copies of any TSS MS-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 B.

APPENDIX III  
TO  
IMPLEMENTING ANNEX B

CO-PRODUCTION AND EXCHANGE OF 1:250,000 SCALE  
JOINT OPERATION GRAPHICS-AIR (JOG-A) AND RELATED GIS MATERIALS

1. PURPOSE

1.1. The purpose of this Appendix is to define arrangements for the co-production support and exchange of co-produced 1:250,000 scale JOG-A products, data, publications and related GIS materials between the Topogeodetic Supplying Section of the Main Staff of the National Army (TSS MS), Ministry of Defense of the Republic of Moldova and the National Imagery and Mapping Agency (NIMA), Department of Defense of the United States of America (hereinafter referred to as the Parties). In furtherance of this mutual objective, the Parties agree to conform to the terms, obligations, and procedures set forth in this Appendix.

2. CO-PRODUCTION OF 1:250,000 SCALE JOG-A

2.1. TSS MS and NIMA agree to the co-production and maintenance of 1:250,000 scale JOG-A products over the sovereign territory of The Republic of Moldova, or other specified areas.

2.2. Subject to the mutual determination of the Parties to the contrary, title to products, information, and related GIS materials coproduced by the Parties will be allocated jointly to the Parties. The Parties will take any necessary steps to give effect to this intention. The Parties will mutually determine the terms of use of co-produced products, information, and related GIS materials. Duplicate copies of that data shall be furnished to the other participating Party by the co-producer.

2.3. TSS MS shall determine and coordinate its other production programs and personnel training without impacting on TSS MS commitments to NIMA within those limits which permit maintaining actual levels of 1:250,000 scale JOG-A product co-production.

2.4. Those actions tied to 1:250,000 scale JOG-A product co-production requiring expenditure of funds do not constitute absolute commitment on the part of either Party to each action. The responsibilities and obligations of each co-producer Party to be assumed are contingent on the availability of the respective resources (personnel, funding, equipment, source, etc.) of the Parties.

2.5. This Appendix articulates TSS MS / NIMA co-production and maintenance responsibilities related to training, technical assistance, specifications, source materials, co-production and production reporting, and exchange of products.

### 3. SECURITY CLASSIFICATION, COPYRIGHT, AND RELEASE RESTRICTIONS

3.1. Both Parties shall honor the security classification, copyright, and/or release restrictions on all co-produced/exchanged 1:250,000 scale JOG-A products, data, publications and related GIS materials relevant to this Appendix in accordance with general guidance provided in ARTICLE VI, SECURITY and ARTICLE VII, CONTROLLED UNCLASSIFIED INFORMATION of the Agreement, and specific guidance from the producer Party at the time the topographic products, data, publications and related GIS materials are exchanged.

3.2. Both Parties agree that all current and future editions of the 1:250,000 scale JOG-A products co-produced under the joint TSS MS / NIMA co-production program over the sovereign territory of the Republic of Moldova, or other specified areas, shall be unclassified and may be copyrighted by TSS MS, but can be released to NATO nations upon request. All NATO nation requests for these 1:250,000 scale JOG-A products shall be addressed to TSS MS for action.

### 4. CO-PRODUCTION RESPONSIBILITIES

4.1. Production Training and Technical Assessment and Assistance [if applicable]:

4.1.1. NIMA shall provide 1:250,000 scale JOG-A product production and program training or assistance as required and mutually agreed in Implementing Annex A.

4.1.2. TSS MS shall provide all administrative support required by the NIMA trainer(s) while at the Republic of Moldova Training Site.

4.2. Co-production Areas:

4.2.1. New coverage: Not applicable at this time.

4.2.2. Revision/Maintenance:

4.2.2.1. NIMA - Not applicable.

4.2.2.2. TSS MS shall revise and maintain the following 1:250,000 scale JOG-A products originally produced by NIMA over the sovereign territory of the Republic of Moldova:

Series 1501A

Sheets NL3503, NL3506

#### 4.3. Specifications:

##### 4.3.1. NIMA shall:

4.3.1.1 Provide two (2) copies of the current NIMA JOG-A product specifications to TSS MS.

4.3.1.2. Automatically provide two (2) copies of all/any revisions and updates to the NIMA 1:250,000 scale JOG-A product specifications to TSS MS.

##### 4.3.2. TSS MS shall:

4.3.2.1. Use the current NIMA 1:250,000 scale JOG-A product specifications for all TSS MS revisions of previously NIMA-produced 1:250,000 scale JOG-A products over the sovereign territory of the Republic of Moldova, or other specified areas, including:

- NIMA map series number and NIMA sheet numbering scheme
- Complete bilingual English-Moldovan language margin information
- NIMA symbology in the margin and body of the map
- Transverse Mercator Projection 1,000 meter UTM grid
- WGS 84 Datum

4.3.2.2. Apply geographic names to products in accordance with NIMA/US BGN policies and procedures, and coordinate any changes to these policies and procedures with NIMA prior to any modification.

#### 4.4. Source Materials:

4.4.1. NIMA shall provide reproduction materials (stable base film positive or negative print sets or color separates, as agreed, and/or digital reproduction material if desired and available) to TSS MS for all of the 1:250,000 scale JOG-A products previously produced by NIMA.

4.4.2. TSS MS shall:

4.4.2.1. Use NIMA-provided reproduction materials as base material for updating the currency of the 1:250,000 scale JOG-A products.

4.4.2.2. Use appropriate scale cartographic and/or imagery source in the revision of the 1:250,000 scale JOG-A products previously produced by NIMA over the sovereign territory of the Republic of Moldova, or other specified areas.

4.4.2.3. Obtain appropriate scale imagery for use in the revision of the 1:250,000 scale JOG-A products previously produced by NIMA over the sovereign territory of the Republic of Moldova, or other specified areas.

4.5. Co-production Reporting:

4.5.1. NIMA shall provide technical assistance to TSS MS in developing and implementing a 1:250,000 scale JOG-A product co-production reporting system for TSS MS.

4.5.2. TSS MS shall develop, implement, and maintain a 1:250,000 scale JOG-A product co-production reporting system in coordination with NIMA. Co-production reports shall be exchanged on a six-month basis (information as of 30 June and 31 December).

4.6. Exchange of Co-produced 1:250,000 scale JOG-A Products:

4.6.1. NIMA - Not applicable.

4.6.2. TSS MS shall:

4.6.2.1. Revise and maintain previously NIMA-produced 1:250,000 scale JOG-A products over the sovereign territory of the Republic of Moldova, or other specified areas.

4.6.2.2. Provide to NIMA one (1) set of reproduction materials (stable base film positive or negative print sets or color separates, as agreed, and/or digital reproduction materials if desired and available) for each previously NIMA-produced 1:250,000 scale JOG-A products revised by TSS MS over the sovereign territory of the Republic of Moldova, or other specified areas.

4.6.2.3. Provide to NIMA one (1) set of reproduction materials (stable base film positive or negative print sets or color separates, as agreed, and/or digital reproduction materials if desired and available) for each future edition of each 1:250,000 scale JOG-A product revised/produced by TSS MS over the sovereign territory of the Republic of Moldova, or other specified areas.

4.6.2.4. Provide to NIMA ten (10) printed copies of each 1:250,000 scale JOG-A product revised by TSS MS over the sovereign territory of the Republic of Moldova, or other specified areas, and of all future editions of these same topographic products. Whenever possible the litho stocks shall be packaged (folded and shrink-wrapped) according to NIMA specifications prior to shipment to NIMA.

4.6.2.5. Authorize NIMA to use all reproduction materials provided by TSS MS to print any additional quantities of the 1:250,000 JOG-A products required by the Department of Defense of the United States of America.

## 5. CO-PRODUCER AND POINT OF CONTACT

5.1 TSS MS and NIMA agree to exchange updates of the points of contact for each co-producer as necessary.

**IMPLEMENTING ANNEX D**  
**TO THE**  
**BASIC EXCHANGE AND COOPERATIVE AGREEMENT**

**BETWEEN**

**THE MINISTRY OF DEFENSE**  
**OF**  
**THE REPUBLIC OF MOLDOVA**

**AND**

**THE NATIONAL IMAGERY AND MAPPING AGENCY**  
**OF THE**  
**DEPARTMENT OF DEFENSE**  
**OF THE**  
**UNITED STATES OF AMERICA**

**CONCERNING**  
**GLOBAL GEOSPATIAL INFORMATION AND SERVICES COOPERATION**

**GEODETIC AND GEOPHYSICAL DATA, PUBLICATIONS, AND RELATED**  
**GLOBAL GEOSPATIAL INFORMATION AND SERVICES MATERIALS**



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

## 1. PURPOSE

1.1. The purpose of this Implementing Annex is to define arrangements for the exchange of hard copy / digital geodetic and geophysical data, publications, and related Global Geospatial Information and Services (GGIS) materials and the provision of co-production support services of mutual interest between the Ministry of Defense of the Republic of Moldova mapping organizations and the Department of Defense of the United States of America. The Republic of Moldova organization is the Topogeodetic Supplying Section of the Main Staff (TSS MS) and the United States of America organization is the National Imagery and Mapping Agency (NIMA). 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 GGIS 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 GGIS materials: Copies of geodetic and geophysical publications and related GGIS materials shall be exchanged as specified in Appendix I without charge to either Party. Additional copies of geodetic and geophysical publications and related GGIS 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 agree that no country "surcharge" shall be added to any public sale transaction.

3.4. Third country products shall be requested and obtained from the originating producer.

### **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.

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

4.3.1. TO THE UNITED STATES OF AMERICA:

4.3.1.1. TSS MS-produced hard copy / digital geodetic and geophysical data, publications, and related GIS materials, send to:

National Imagery and Mapping Agency  
ATTN: GIMG, Mail Stop L-41  
3200 South Second Street  
St. Louis, MO 63118-3399 U.S.A.  
TELEPHONE: (314) 263-4012  
FAX: (314) 263-4102

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

National Imagery and Mapping Agency  
ATTN: NPAE, Mail Stop D-120  
4600 Sangamore Road  
Bethesda, MD 20816-5003 U.S.A.  
TELEPHONE: (301) 227-5370  
FAX: (301) 227-2835

4.3.2. TO THE REPUBLIC OF MOLDOVA:

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

Topogeodetic Supplying Section  
of the Main Staff  
84, Hincesti Highway  
Chisinau 2021  
Republic of Moldova  
TELEPHONE: 373-2-799-129  
FAX: 373-2-232-635

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

Topogeodetic Supplying Section  
of the Main Staff  
84, Hincesti Highway  
Chisinau 2021  
Republic of Moldova  
  
TELEPHONE: 373-2-799-129  
FAX: 373-2-232-635

## 5. REVISIONS

5.1. 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, WITHDRAWAL, TERMINATION, ENTRY INTO EFFECT AND DURATION of the Agreement.

## 6. RETURN OF MATERIALS

6.1. 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

7.1. This Implementing Annex shall enter into effect in accordance with Paragraph 15.6., Article XV, "AMENDMENT, WITHDRAWAL, TERMINATION, ENTRY INTO EFFECT AND DURATION" of the Basic Agreement.

**8. SIGNATURES**

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

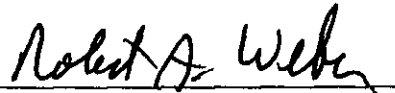
Done in Brussels on 24 June 2002 in two original copies, each in Moldovan and English.

FOR THE MINISTRY OF DEFENSE  
REPUBLIC OF MOLDOVA

FOR THE NATIONAL IMAGERY  
AND MAPPING AGENCY  
DEPARTMENT OF DEFENSE  
UNITED STATES OF AMERICA



ION CAPATINA  
H.E. Extraordinary and Plenipotentiary  
Ambassador of the Republic of Moldova  
in the Kingdom of Belgium



ROBERT A. WEBER  
Director, Office of International and Policy

APPENDIX I  
TO  
IMPLEMENTING ANNEX D

EXCHANGE OF GEODETIC AND GEOPHYSICAL DATA, PUBLICATIONS AND RELATED GLOBAL  
GEOSPATIAL INFORMATION AND SERVICES MATERIALS

1. The National Imagery and Mapping Agency (NIMA) 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 Topogeodetic Supplying Section of the Main Staff (TSS MS):

- 1.1. Precise Global 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 Global Geospatial Information and Services (GGIS) materials.

2. TSS MS 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 NIMA:

- 2.1. Geodetic point positioning data, to include satellite derived positional data over the sovereign territory of the Republic of Moldova in WGS84.
- 2.2. Land Gravity Data over the sovereign territory of the Republic of Moldova.
- 2.3. Publications and related GGIS materials.

**APPENDIX II  
TO  
IMPLEMENTING ANNEX D**

**REQUESTS FOR GEODETIC AND GEOPHYSICAL DATA AND RELATED  
GLOBAL GEOSPATIAL INFORMATION AND SERVICES MATERIALS**

1. At the sole discretion of the National Imagery and Mapping Agency (NIMA), it may satisfy the Topogeodetic Supplying Section of the Main Staff (TSS MS) requests for copies of any NIMA-produced hard copy / digital geodetic and geophysical data, publications and related Global Geospatial Information and Services (GGIS) materials, with the exception of those items subject to other bilateral agreements or other restrictions.
  
2. At the sole discretion of TSS MS, it may satisfy NIMA requests for copies of any TSS MS - produced hard copy / digital geodetic and geophysical data, publications, and related GGIS 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 D.