

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 DEFENSE

OF THE

REPUBLIC OF GEORGIA

CONCERNING

***GEOSPATIAL-INTELLIGENCE
EXCHANGE AND COOPERATION***

PREAMBLE

The National Geospatial-Intelligence Agency (NGA) of the Department of Defense of the United States of America and the Ministry of Defense of The Republic of Georgia (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 Intelligence;

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

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

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

Recognizing the application of the "Agreement among the status parties to the North Atlantic Treaty and other states participating in the Partnership for Peace regarding the Status of their Forces", done at Brussels June 19, 1995;

Have reached the following agreement:

ARTICLE I
DEFINITIONS

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 shall be marked to identify its "in confidence" nature. Markings for controlled unclassified information may include but are not

limited to: "Limited Distribution" (LIMDIS) or "For Official Use Only" (FOUO), or "Proprietary Information."

Copyright Form of protection provided by law to authors of original works of authorship, which may include databases, maps and charts.

Geospatial Intelligence (GEOINT) The collection, transformation, generation, portrayal, dissemination, and storing of geodetic, geomagnetic, aeronautical, topographic, hydrographic, imagery, cartographic, cultural, bathymetric and toponymic data. GEOINT 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 Defense of the Republic of Georgia and the National Geospatial-Intelligence Agency (NGA) of the Department of Defense of the United States of America.

Third Party A person or other entity, other than an officer, employee, or agent of the Federal or National Government of a Party. Contractors of either party are not considered to be Third Parties for the purposes of disclosure to, and use by them, of products, information and materials for the purposes of the Agreement.

ARTICLE II **OBJECTIVES**

The objectives of this Agreement Concerning Geospatial-Intelligence Exchange and Cooperation (hereinafter referred to as the Agreement) are:

2.1. To exchange information for the use of the Governments of both Parties for defense and government purposes. This may include co-production programs, cooperative production, and cooperative efforts. The items to be exchanged shall 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.

2.2. To provide for cooperative production programs and other technical assistance as mutually determined in the production of products, data, and other related Geospatial Intelligence (GEOINT) materials required by both Parties.

2.3. 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, and related GEOINT materials. Such exchanges shall be designed to promote international standardization in general and to facilitate interoperability between the Parties.

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

2.5. To exchange production programming and production status information as required.

2.6. To establish and implement training programs in disciplines relevant to the objectives of this Agreement, as agreed upon and as resources allow.

ARTICLE III

IMPLEMENTING ANNEXES AND APPENDIXES

3.1. The terms, procedures, obligations, and technical details for the subjects mentioned in Article II 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 GEOINT materials to be exchanged, and other related GEOINT 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. The Implementing Annexes shall include guidance on use and release. The Parties shall carry out the Implementing Annexes in accordance with the existing and developing capabilities of both Parties, subject to the availability of GEOINT resources (equipment, personnel, facilities, and finances) for such purposes.

3.3. Appendixes may be added to an Implementing Annex to affect the Implementing Annex. Appendixes shall include no provision inconsistent with the Implementing Annex under which drafted, nor any provision inconsistent with this Agreement. Appendixes include, but are not limited to, such information as: descriptions and quantities of the products, data, programs, and related GEOINT materials to be exchanged or co-produced, distribution procedures and addresses of recipients.

ARTICLE IV

MUTUAL OBLIGATIONS AND RESPONSIBILITIES

4.1. Matters related to reproduction, copyrights, trademarks, use, and release restrictions of products, data, and related GEOINT 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 GEOINT materials, including parts thereof, provided by one Party to the other may be provided to any entity of the federal or national government of the recipient Party. Such products, data, publications, and related GEOINT materials, however, shall not be provided to any Third Party without prior written approval of the originating Party, unless specifically authorized in the relevant Implementing Annex. Items provided to other federal government entities, or to a contractor employed by a Party's government, shall 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 GEOINT 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 GEOINT materials, the Parties agree to comply with the restrictions concerning use, release, reproduction, and distribution imposed by the originating Party as set forth in the Implementing Annexes and Appendixes.

4.4. In cases where a Party's copies of any products, data, publications, or related GEOINT materials become badly damaged and are not usable, and copies are available from the other Party, then the other Party may provide, on a reimbursable basis, sufficient copies of the relevant GEOINT materials to allow the Party to re-establish production and distribution of such materials to meet its GEOINT requirements. The Parties on a case-by-case basis shall mutually determine the quantities of the products, information, or data, to be provided and the duration of such support.

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

4.6. The Parties agree to establish individual accounting procedures for exchanged and co-produced products, data, publications, and related GEOINT materials or services under this Agreement. Review to ensure consistency between the terms of this Agreement and the Implementing Annexes shall be conducted on an annual basis.

4.7. No facility shall be employed pursuant to this Agreement in which products, data, publications, or related GEOINT 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 a federal or national government entity of a Party, without the prior written approval of the Party supplying the products, data, publications, or related GEOINT materials, except as in the relevant Implementing Annexes.

4.8. The Parties agree that all exchanged or co-produced products, data, and related GEOINT materials provided to the other Party under the terms of this Agreement and the Implementing Annexes may be provided by either Party to multinational, coalition, or other combined operations forces nations of which both Parties are a member, for defense, humanitarian, peacekeeping, and related activities. 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, information, data, publications, and related GEOINT materials to Third Parties.

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. 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 obligations or 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 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 GEOINT materials exchanged.

ARTICLE VI
SECURITY

6.1. Only unclassified information shall be provided, exchanged, 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 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 under paragraph 7.1.1. 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), 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. The appropriate markings shall be defined in the Annexes.

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, publications, and related GEOINT materials or jointly acquired materials or equipment exchanged pursuant to this Agreement to any Third Party unless in accordance with an Implementing Annex, and shall not use or permit their use for purposes other than those authorized by this Agreement, unless the written consent of the providing Party has first been obtained. The originating 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 agencies and establishments by employees of the other Party or by employees of the other Party's Contractor(s), if such visits are authorized by both Parties and the employees have all 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 to 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
EXCHANGE OR FURNISHING OF MAPPING, CHARTING, AND GEODETIC DATA, SUPPLIES
AND SERVICES

10.1. Either Party may exchange with or furnish to the other Party mapping, charting, and geodetic data, supplies and services. The receiving Party shall use such data, supplies and services only for the purposes set out in this Agreement, and according to the terms and conditions of a separate Implementing Annex.

ARTICLE XI
SETTLEMENT OF DISPUTES

11.1. 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 third person or entity for settlement.

ARTICLE XII
GENERAL PROVISIONS

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

12.2. 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 Defense of the Republic of Georgia by the designated organizations identified in the individual Implementing Annexes to this Agreement.

12.3. 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 XIII
AMENDMENT, WITHDRAWAL, TERMINATION, ENTRY INTO FORCE AND DURATION

13.1. This Agreement and its Implementing Annexes and Appendixes may be amended by written, mutual agreement of the Parties. Implementing Annexes and Appendixes may be amended and new Annexes may be added by written, mutual agreement of the persons authorized to sign Implementing Annexes, or by such persons' designees. New Appendixes may be added to Implementing Annexes by written, mutual agreement of the persons authorized to sign Implementing Annexes, or by such persons' 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. Parties may delegate authority to sign implementing Annexes or Appendixes to other entities of their Governments.

13.2. This Agreement may be terminated at any time upon the written consent of the Parties. Alternatively, it may be terminated by one Party giving 180 days written notice to the other Party of its intention to do so. Such notice shall be the subject of immediate consultation by the Parties to decide upon the appropriate course of action and to ensure termination on the most

economical and equitable terms. In the event of termination of this Agreement or any Implementing Annex, the following rules shall apply:

13.2.1. 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.

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

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

13.3. Termination of the Agreement terminates all Implementing Annexes and Appendixes.

13.4. The respective rights and responsibilities of the Parties regarding ARTICLE VI, SECURITY; ARTICLE VII, CONTROLLED UNCLASSIFIED INFORMATION; and ARTICLE VIII, THIRD PARTY SALES AND TRANSFERS; shall continue notwithstanding termination of, withdrawal from, or expiration of this Agreement.

13.5. This Agreement, which consists of the Preamble, thirteen (13) Articles and One (1) Implementing Annex shall enter into force upon signature by both Parties and shall remain in effect until terminated or superseded.

13.6. The Implementing Annex is:

Implementing Annex A, Topographic Products, Data, Publications, and Related Geospatial Intelligence Information and Services Materials;

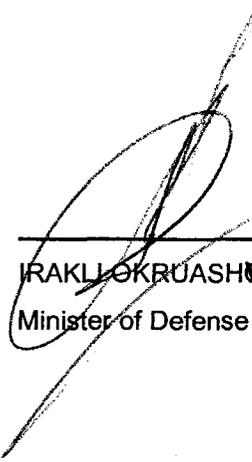
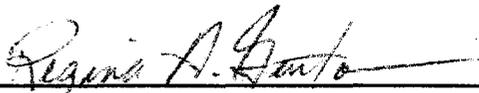
13.7. The Parties shall conduct a technical review of this Agreement at least annually by a method and at a time and place as mutually agreed.

The foregoing represents the Agreement of the National Geospatial-Intelligence Agency, Department of Defense of the United States of America, and the Ministry of Defense of the Republic of Georgia upon the matters referred to herein.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed this Agreement. Prepared in English, with one copy duly signed and exchanged between the Parties.

FOR THE DEPARTMENT OF DEFENSE
OF THE UNITED STATES OF AMERICA

FOR THE MINISTRY OF DEFENSE
OF THE REPUBLIC OF GEORGIA



REGINA A. GENTON
Director
Office of International Affairs and Policy
National Geospatial-Intelligence Agency

IRAKLI OKRUASHVILI
Minister of Defense

7/5/06
Date

17 07 06
Date

Bethesda, MD
Location

Tbilisi
Location

IMPLEMENTING ANNEX A

**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 DEFENSE
OF THE
REPUBLIC OF GEORGIA**

CONCERNING

GEOSPATIAL – INTELLIGENCE EXCHANGE AND COOPERATION

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

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

1. PURPOSE

1.1. The purpose of this Implementing Annex is to define arrangements for the exchange of topographic products, data, publications, and related GEOINT materials and the provision of co-production support services of mutual interest between the Department of Defense of the United States of America and the Ministry of Defense of the Republic of Georgia (hereinafter referred to as the Parties).

2. MATERIALS TO BE EXCHANGED/PROVIDED

2.1. All topographic products, data, publications, and related GEOINT materials provided under this Implementing Annex shall be done according to the shipping instructions in Section 4 (below) - "Shipment of Materials."

2.1.1. Copies of Topographic Maps: Copies of topographic products as defined by the Parties, (preferably in digital format) shall automatically be supplied by either Party to the other without charge.

2.1.2. Reproduction Materials: One (1) set of reproduction material (preferably in digital format) 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 GEOINT materials: Copies of topographic publications and related GEOINT materials shall be exchanged without charge to either Party.

2.1.4. Geographic Names Information: Geographic names information, gathered by government or civilian organizations shall be exchanged without charge to either Party.

2.1.5. Stocks: Requests for additional copies, including planning and operational stocks, of topographic products, data, publications, and related GEOINT materials shall be considered and provided by the producing Party to the other Party.

2.2. Digital Topographic Products: Where applicable, digital topographic products, data, publications, and related GEOINT materials transferred under the provisions of this Implementing Annex shall be exchanged in formats mutually agreed upon between NGA and MOD.

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 GEOINT materials: Publications related to digital topographic data and related GEOINT materials shall be exchanged as specified in applicable Appendixes without charge.

2.2.3. Application Software:

2.2.3.1. NGA shall supply one (1) copy, free of charge, of all releasable US government produced GEOINT applications software, and any changes thereto, related to digital topographic products and data as outlined in the Appendixes.

2.2.3.2. The MOD shall coordinate any and all changes to NGA supplied GEOINT applications software with NGA.

3. USE AND RELEASE RESTRICTIONS

3.1. Each Party shall honor the copyright, trademark, use and release restrictions on all topographic products, data, publications and related GEOINT materials provided by the other Party in accordance with specific written guidance from the providing Party at the time the topographic products, data, publications and related GEOINT materials are transmitted.

3.1.1. All products, information and related GEOINT materials provided by the Parties to each other under the terms of this Implementing Annex may be used for government and defense purposes and shall not be used for any other purpose without the prior written consent of the providing Party.

3.1.2. If a Party is loaned or received software from the other Party under this Agreement, the receiving Party shall not reverse engineer or attempt in any manner to duplicate that software without the prior written consent of the providing Party.

3.1.3. If products, information, or related GEOINT materials are subject to privately held intellectual property rights and to limited rights of use or disclosure, such items shall be marked with a restrictive legend by the providing Party prior to their transfer to the receiving Party. Such items shall not be used or disclosed in any manner that might prejudice the limitations on use or disclosure marked on them.

3.1.4 Any specification, production information, or manufacturing know-how incidentally derived from the performance of the provisions of this agreement shall be used and fully protected in accordance with this agreement.

4. SHIPMENT OF MATERIALS

4.1. All shipments of topographic products, data, publications, and related GEOINT materials by either Party to the other shall be accompanied by appropriate transmittal documents that list the contents of the shipment. There shall be no advance copies of transmittals for Automatic Distribution.

4.2. All topographic products, data, publications, and related GEOINT 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 GEORGIA BILATERAL GEOINT AGREEMENT EXCHANGE MATERIAL- NON REIMBURSABLE".

4.4. The following addresses should be used for shipments of all topographic products, data, publications, and related GEOINT materials:

4.4.1. TO NGA OF THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA:

4.4.1.1. The MOD produced topographic products, data, publications, and related GEOINT materials (copies, reproduction material, gazetteers, catalogs, specifications,

publications, etc.), and requests for bulk and additional stock as identified in the appendices, send to NGA:

National Geospatial-Intelligence Agency
ATTN: OIP, D-136
4600 Sangamore Road
Bethesda, MD 20816-5003
TELEPHONE: (301) 227- 6390
FAX: (301) 227- 7620

4.4.2. TO THE MOD OF THE REPUBLIC OF GEORGIA:

4.4.2.1. NGA-produced topographic products, data, publications, and related GEOINT materials (copies, reproduction material, gazetteers, catalogs, specifications, publications, etc.), and requests for bulk and additional stock as identified in the appendices, send to the MOD at:

Office of Defense Cooperation
ATTN: Maj Darren Smith
Department of State
7060 Tbilisi Place
Washington, DC 20521-7060
TELEPHONE: (995-99) 57 09 97
FAX: (995-32) 91 14 71

5. REVISIONS:

5.1. Transmittals of new indexes and notification by either Party of discontinued topographic products, data, publications, and related GEOINT materials shall automatically constitute revisions to this Implementing Annex in accordance with ARTICLE XIII, AMENDMENT, WITHDRAWAL, TERMINATION, ENTRY INTO FORCE AND DURATION of the Agreement.

6. VALIDITY

6.1. This Implementing Annex shall enter into effect on the date of the last signature and shall remain in effect in accordance with ARTICLE XIII, AMENDMENT, WITHDRAWAL, TERMINATION, ENTRY INTO FORCE AND DURATION of the Agreement.

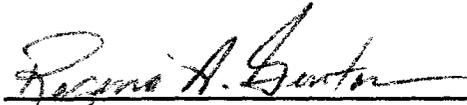
7. SIGNATURES

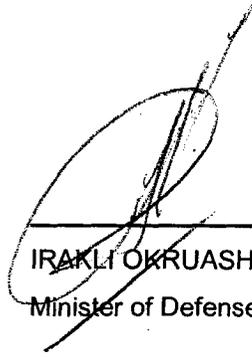
The foregoing represents the agreement of the National Geospatial-Intelligence Agency of the Department of Defense of the United States of America, and the Ministry of Defense of the Republic of Georgia upon the matters referred to therein.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed this Implementing Annex. Prepared in English, with one copy duly signed and exchanged between the Parties.

FOR THE DEPARTMENT OF DEFENSE
OF THE UNITED STATES OF AMERICA

FOR THE MINISTRY OF DEFENSE
OF THE REPUBLIC OF GEORGIA


REGINA A. GENTON
Director
Office of International Affairs and Policy
National Geospatial-Intelligence Agency


IRAKLI OKRUASHVILI
Minister of Defense

7-5-06
Date

170706
Date

Bethesda, MD
Location

Tbilisi
Location

**APPENDIX I
TO
IMPLEMENTING ANNEX A**

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

1. At the sole discretion of the National Geospatial-Intelligence Agency (NGA), it may satisfy the Ministry of Defense (MOD) of the Republic of Georgia requests for copies of any NGA-produced topographic products, data, publications, and related GEOINT 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 topographic products, data, publications, and related GEOINT 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 A.