

**BASIC EXCHANGE AND COOPERATION AGREEMENT**

**BETWEEN**

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

**AND**

**THE MINISTRY OF DEFENCE OF THE  
KINGDOM OF NORWAY**

**CONCERNING**

**GEOSPATIAL INFORMATION**

## PREAMBLE

The National Geospatial-Intelligence Agency of the Department of Defense of the United States of America and the Ministry of Defence of the Kingdom of Norway (hereinafter, jointly, "the Parties"):

Having a common interest in defense;

Having a mutual interest in the attainment of national goals in the field of geospatial information;

Recognizing the benefits to be obtained from standardization, rationalization and interoperability in geospatial information and related materials and equipment;

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

Desiring to improve their mutual geospatial information capabilities through the applications of emerging technology;

Recognizing the applicability of relevant provisions of the Agreement Between Parties to the North Atlantic Treaty Regarding the Status of Their Forces of June 19, 1951; and

Desiring to update the Basic Exchange and Cooperative Agreement for Geospatial Information and Services Cooperation between the United States Department of Defense, National Imagery and Mapping Agency and Norway Chief of Defence, Norwegian Military Geographic Service of July 8, 1998;

Have agreed as follows:

**ARTICLE I**  
**DEFINITIONS**

For the purposes of this Agreement, the Parties have agreed on the following definitions:

- 1.1. Controlled  
Unclassified Information                      Unclassified information to which access or distribution limitations have been applied in accordance with applicable national laws or regulations.
- 1.2. Copyright                                      The exclusive ownership of and the right to make use of original works, including databases, maps, and charts.
- 1.3. Geospatial Information                      Information of any type or format resulting from the information collection, transformation, generation, portrayal, dissemination, or storing of geodetic, geophysical, geomagnetic, aeronautical, topographic, hydrographic, commercial and other unclassified imagery, cartographic, cultural, bathymetric, and toponymic data or other types of geospatial information. Geospatial information also includes information resulting from the evaluation of topographic, hydrographic, or aeronautical features for their effect on military operations or intelligence. Geospatial information may include, but is not limited to, presentation in the following forms: topographic, planimetric, relief, or thematic maps or graphics; nautical and aeronautical charts and publications; and commercial and other unclassified imagery, as well as simulated, photographic, digital, or computerized formats.
- 1.4. Third Party                                      A person or other entity, other than an officer, employee, or contractor of the Government of the United States of America or the Government of the Kingdom of Norway.

**ARTICLE II**  
**PURPOSE AND SCOPE**

2.1. The purpose of this Agreement is to provide for:

2.1.1. The exchange of geospatial information for the use of the Governments of both Parties for defense and other government purposes. The items to be exchanged may include, but are not limited to: maps; charts; commercial and other unclassified imagery; other geospatial information and data, including geodetic, geophysical, geomagnetic, and gravity data; and related products, publications and materials, in printed or digital formats (hereinafter, "geospatial information and related materials"), and related equipment.

2.1.2. Cooperative production programs, other cooperative efforts, and co-production programs.

2.1.3. Mutual technical assistance, including technical assistance and technology information exchanges relevant to cartographic, geodetic, and geophysical developments, and production processes and techniques.

2.1.4. The exchange of technical and procedural information related to the standardization of methods, procedures, specifications, and formats for the collection, evaluation, processing, and production of geospatial information and related materials.

2.1.5. Training programs in disciplines relevant to the objectives of this Agreement, as agreed by the Parties and as resources allow.

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

3.1. The details of cooperation under this Agreement shall be set forth in individual "Implementing Annexes" to this Agreement. Implementing Annexes that are added after entry into force of the Agreement shall be signed by the Parties to the Agreement or by organizations authorized by the Parties.

3.2. The Implementing Annexes shall not include any provision inconsistent with this Agreement. In the event of a conflict between this Agreement and any Implementing Annex, the Agreement shall prevail.

3.3. Appendixes may be added to an Implementing Annex to address operational matters under the Implementing Annex. Such appendixes shall not include any provision inconsistent with the Implementing Annex or this Agreement. Appendixes may include, but are not limited to, descriptions and quantities of the geospatial information and related materials and equipment to be exchanged or co-produced, distribution procedures, and addresses of recipients.

3.4. Implementing Annexes and their Appendixes shall be considered integral parts of this Agreement.

#### **ARTICLE IV** **GENERAL OBLIGATIONS AND RESPONSIBILITIES**

4.1. Geospatial information and related materials and equipment provided to a Party or co-produced shall be utilized by that Party in accordance with the purposes of this Agreement. That Party shall comply with any restrictions concerning use, release, reproduction, and distribution imposed by the originating Party. Agreed matters related to reproduction, copyrights, trademarks, use, and release restrictions of geospatial information and related materials and equipment may be separately addressed in the Implementing Annexes or their Appendixes.

4.2. Geospatial information and related materials and equipment provided by one Party to the other Party may be provided to any national government entity or contractor, including Government-owned corporations, of the Government of the recipient Party. Such geospatial information and related materials and equipment shall be marked with classification or release codes to ensure that such information or related materials or equipment stays within that organization.

4.3. In cases where geospatial information or related materials or equipment received by a Party become unusable, the other Party may provide replacements, on a reimbursable

basis.

4.4. Unless otherwise provided in an Implementing Annex, materials 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. Such change in format, in and of itself, shall not alter the release restrictions of the material.

4.5. All geospatial information and related materials provided to a Party or co-produced under the terms of this Agreement and the Implementing Annexes may be provided by the Party to multinational, coalition, or other combined operations forces participating in defense, humanitarian, peacekeeping, or related activities in which the originating Party is also participating. If there is a defense, humanitarian, peacekeeping, or related activity in which only one Party is a participant, the authorization of the originating Party is required to provide that Party's geospatial information or related materials to such forces.

## **ARTICLE V**

### **FINANCIAL PROVISIONS**

5.1. Each Party shall bear all of the costs it incurs for performing, managing, and administering its activities under this Agreement, unless otherwise agreed.

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. The Parties shall consult on a regular basis regarding the extent of parity in the costs of cooperation under this Agreement. Consistent with national laws and regulations binding upon them, the Parties intend to avoid, insofar as possible, payments in cash.

**ARTICLE VI**  
**CLASSIFIED INFORMATION**

6.1. All Classified Geospatial Information and related materials and equipment exchanged or co-produced pursuant to this Agreement shall be stored, handled, transmitted, and safeguarded in accordance with any obligations established by this Agreement and the General Security of Information Agreement between the United States of America and the Kingdom of Norway of February 26, 1970, as amended on September 27, 1984, including the Industrial Security Agreement of October 24, 1984.

6.2. Classified Geospatial Information and related materials and equipment shall be transferred only through official government-to-government channels or through other channels approved in writing by the Parties. Such information and related material and equipment shall bear the level of classification, and denote the country of origin, the conditions of release, and the fact that the information and related material relate to this Agreement.

6.3. Each Party shall take all lawful steps available to it to ensure that the Classified Geospatial Information and related materials and equipment provided to it or co-produced pursuant to this Agreement are protected from disclosure, except as permitted by this Agreement, unless the other Party consents to such disclosure in writing.

6.3.1. A recipient Party shall not release the Classified Geospatial Information or related material or equipment to a Third Party without the prior written consent of the originating Party in accordance with the procedures set forth in Article VIII (Third Party Transfers) of this Agreement.

6.3.2. The recipient Party shall use the Classified Geospatial Information or related material or equipment only for purposes set forth in this Agreement.

6.3.3. A Party shall provide receipts to the other Party for all the Classified Geospatial Information and related materials and equipment received. The recipient Party shall comply with any distribution and access restrictions on the Classified Geospatial Information and related materials and equipment that are provided under this Agreement.

6.4. A recipient Party shall investigate all cases in which it knows or where there are grounds for suspecting that the Classified Geospatial Information or related materials or equipment provided to it or co-produced pursuant to this Agreement have been lost or disclosed to unauthorized persons. The Party shall also promptly and fully inform the other Party of the details of any such occurrences, the final results of the investigation, and the corrective action taken to preclude recurrence.

6.5. Existing and prospective contractors or subcontractors of a contractor of a Party that are under financial, administrative, policy, or management control of nationals or other entities of a Third Party may participate in a contract or subcontract requiring access to the Classified Geospatial Information and related material and equipment provided by the other Party or co-produced pursuant to this Agreement only when enforceable measures by the Party are in effect to ensure that nationals or other entities of the Third Party do not have access to the Classified Geospatial Information or related material or equipment. If enforceable measures are not in effect to preclude access by nationals or other entities of a Third Party, the Party shall obtain the approval of the other Party in writing prior to permitting such access.

6.6. For any facility wherein Classified Geospatial Information or related materials or equipment provided or co-produced under this Agreement is to be used, the recipient Party shall approve the appointment of a person or persons to effectively exercise the responsibilities for safeguarding the Classified Geospatial Information and related materials and equipment at such facility. These officials shall be responsible for limiting access to such Classified Geospatial Information and related materials and equipment to those persons who have been properly approved and have a need-to-know for such access.

6.7. Each Party shall ensure that access to the Classified Geospatial Information and related materials and equipment provided to it or co-produced is limited to those persons who possess requisite security clearances and have a specific need for access to the information and related materials and equipment in order to participate in the Agreement.

6.8. Geospatial Information and related materials and equipment provided or co-produced pursuant to this Agreement may be classified up to the level of SECRET.

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

7.1. Except as otherwise provided in this Agreement or as authorized in writing by the originating Party, Geospatial Controlled Unclassified Information exchanged or co-produced pursuant to this Agreement shall be controlled as follows:

7.1.1. Access to Geospatial Controlled Unclassified Information shall be limited to authorized personnel.

7.1.2. Each Party shall take all steps available to it, including national classification, to prevent unauthorized disclosure of Geospatial Controlled Unclassified Information. In the event of an unauthorized disclosure, or if it becomes probable that a Party will be required to disclose Geospatial Controlled Unclassified Information pursuant to its national laws or regulations, immediate notification shall be given to the originating Party.

7.1.3. To assist in providing the appropriate controls, the originating Party shall ensure that Geospatial Controlled Unclassified Information is appropriately marked. The Parties shall decide, in advance and in writing, on the marking to be placed on the Geospatial Controlled Unclassified Information. The appropriate markings may be specified in the Implementing Annexes. Markings for Geospatial Controlled Unclassified Information may include, but are not limited to: "Controlled Unclassified Information" (CUI); "Limited Distribution" (LIMDIS); "For Official Use Only" (FOUO); or "Proprietary Information".

7.2. Prior to authorizing the release of Geospatial Controlled Unclassified Information to contractors, the releasing Party shall ensure that the contractors are legally bound under contract, law, or regulation to control such Controlled Unclassified Information.

**ARTICLE VIII**  
**THIRD PARTY TRANSFERS**

8.1. The Parties shall not sell, transfer title to, disclose, or transfer possession of (hereinafter, "transfer") geospatial information or related materials or equipment

exchanged pursuant to this Agreement to any Third Party except in accordance with this Agreement, including an Implementing Annex, or except as authorized by the originating Party in writing.

8.2. Geospatial information and related material and equipment provided to a Party, including information, material, and equipment provided to the recipient Party's national government entity or contractor, including Government-owned corporations, pursuant to paragraph 4.2 of Article IV (General Obligations and Responsibilities) of this Agreement, shall not be transferred by that Party to any Third Party without prior written approval of the originating Party, unless specifically authorized in the relevant Implementing Annex. The originating Party may specify the method and provisions for implementing such transfers.

## **ARTICLE IX** **VISITS**

9.1. Each Party shall permit visits to the relevant portions of its facilities by persons authorized by the other Party who have all necessary and appropriate security clearances and a need-to-know. All such visiting persons shall be required to comply with applicable security regulations of the host Party. Any information disclosed or made available to such visiting persons shall be treated as if supplied to the Party authorizing the visiting persons and shall be subject to the provisions of this Agreement.

9.2. Requests for visits by persons of a Party to a facility of the other Party shall be coordinated through official government-to-government channels and shall conform to the established visit procedure of the host government.

## **ARTICLE X** **STATUS OF FORCES**

10.1. The Agreement between the States Parties to the North Atlantic Treaty Regarding the Status of Their Forces of June 19, 1951 (NATO SOFA) shall apply to activities under this Agreement.

**ARTICLE XI**  
**SETTLEMENT OF DISPUTES**

11.1. Disagreements between the Parties arising under or relating to this Agreement, including its Implementing Annexes and their Appendices, shall be resolved only by consultation between the Parties and, in particular, shall not be referred to a national court, an international tribunal, or any other person or entity for settlement.

**ARTICLE XII**  
**NATIONAL LAWS AND REGULATIONS**

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

**ARTICLE XIII**  
**AMENDMENT AND TERMINATION**

13.1. This Agreement, including its Implementing Annexes and Appendixes, may be amended by written agreement of the Parties.

13.2. This Agreement may be terminated at any time upon the written agreement of the Parties. Alternatively, it may be terminated by one Party 180 days after written notice to the other Party of its intention to do so.

13.3. In the event of termination of this Agreement or any Implementing Annex or Appendix, the Parties shall consult with a view to agreeing upon the appropriate course of action, including the terms or procedures to resolve any remaining issues or obligations. The Parties shall continue to fulfill their obligations up to the effective date of termination. Each Party shall pay the costs it incurs as a result of the termination. All geospatial information and related materials and equipment, and rights therein, received or co-produced under the provisions of the Agreement shall be retained by a Party, subject to the provisions of the Agreement. The respective rights and responsibilities of

the Parties regarding Article VI (Classified Information), Article VII (Controlled Unclassified Information) and Article VIII (Third Party Transfers) of this Agreement shall continue notwithstanding termination of, withdrawal from, or expiration of this Agreement.

13.4. Termination of this Agreement shall terminate all Implementing Annexes and Appendixes, unless otherwise agreed.

**ARTICLE XIV**  
**ENTRY INTO FORCE AND DURATION**

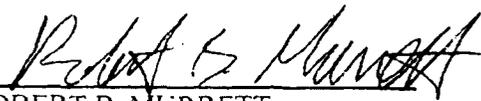
14.1. This Agreement shall enter into force upon signature by both Parties and shall remain in force until terminated or superseded.

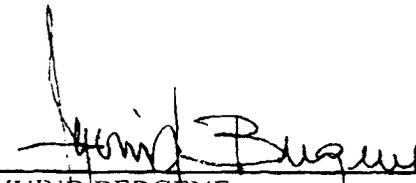
14.2 This Agreement supersedes the Basic Exchange and Cooperative Agreement for Geospatial Information and Services Cooperation between the United States Department of Defense, National Imagery and Mapping Agency and Norway Chief of Defence, Norwegian Military Geographic Service of July 8, 1998.

Done in two copies, both in the English language

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

FOR THE MINISTRY OF DEFENCE  
OF THE KINGDOM OF NORWAY

  
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6 October 2008  
Date

6 October - 2008  
Date

OSLO, NORWAY  
Location

Oslo, Norway  
Location