

BASIC EXCHANGE AND COOPERATION AGREEMENT

BETWEEN

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

AND

**THE DIRECTORATE OF MILITARY INTELLIGENCE
of the
MINISTRY OF STATE FOR DEFENSE
OF THE
REPUBLIC OF KENYA**

CONCERNING

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

PREAMBLE

The National Geospatial-Intelligence Agency (NGA) of the Department of Defense of the United States of America (hereafter "NGA") and the Directorate of Military Intelligence of the Ministry of State for Defense of the Republic of Kenya (hereafter "MoSD") (hereafter "the Parties"):

Having a common interest in defense;

Having a mutual interest in the attainment of national goals in the field of Geospatial Intelligence (GEOINT);

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

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

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

Have agreed as follows:

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), "For Official Use Only" (FOUO), or "Proprietary Information".

Copyright

The exclusive ownership of and the right to make use of original works, including databases, maps, and charts.

GEOINT

Geospatial Intelligence. 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.

MoSD

Ministry of State for Defense of the Republic of Kenya

NGA

The National Geospatial-Intelligence Agency.

Party (Parties)

The Parties to this Agreement are the Directorate of Military Intelligence of the Ministry of State for Defense of Kenya 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 Government of a Party. National contractors 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 the Basic Exchange and Cooperation Agreement (hereafter "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 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 a duly authorized representative of each Party.

3.2. The Implementing Annexes shall not include any provision inconsistent with this Agreement. The Implementing Annexes shall include guidance on use and release of products, data, and other related GEOINT materials. The Parties shall implement 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 developed under the Implementing Annexes to effect the Implementing Annexes. Such appendixes shall not include any provision inconsistent with the Implementing Annex under which it is developed. Appendixes may 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 federal government entity 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.

4.4. In cases where a Party's copies of any products, data, publications, or related GEOINT materials become 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 shall mutually determine on a case-by-case basis 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 individually establish accounting procedures for exchanged and co-produced products, data, publications, and related GEOINT materials or services under this Agreement.

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 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 NGA under the terms of this Agreement and the Implementing Annexes may be provided by NGA to multinational, coalition, or other combined operations forces participating in defense, humanitarian, peacekeeping or related activities in which forces of the Republic of Kenya are also participating. If there is a defense, humanitarian, peacekeeping, or

related activity in which only one Party is participating, 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. Unless otherwise agreed, each Party shall bear all costs 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. Either Party shall promptly notify the other Party if it is unable to fulfill its obligations or responsibilities under this Agreement due to an inadequate amount of available funds. If either Party notifies the other Party that its funding to support his Agreement will be reduced or terminated, the Parties shall immediately consult with a view toward continuation on a mutually agreed modified basis.

5.3. The Parties intend, insofar as possible, to eliminate payments in cash for the products, data, publications, and related GEOINT materials exchanged.

ARTICLE VI

SECURITY

6.1. All classified information or material provided or generated pursuant to this Agreement shall be stored, handled, transmitted, and safeguarded in accordance with the Government of the United States and the Government of the Republic of Kenya General Security of Military Information Agreement.

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

6.3. Each Party shall take all lawful steps available to it to ensure that the classified products, data, publications, or related GEOINT materials provided or generated pursuant to this

Agreement are protected from further disclosure, except as permitted by this Article, unless the other Party consents to such disclosure. Accordingly, each Party shall ensure that:

6.3.1. [Except as provided for in Paragraph 4.8.] the recipient shall not release the classified information or material to any government, national organization, or other entity of a Third Party without the prior written consent of the originating Party in accordance with the procedures set forth in ARTICLE VIII, THIRD PARTY SALES AND TRANSFERS.

6.3.2. The recipient shall not use the classified information or material for other than the purposes provided for in this Agreement.

6.3.3. Each Party shall provide receipts for all the classified information or materials received. The recipient shall comply with any distribution and access restrictions on the classified products, data, publications, or related GEOINT materials that are provided under this Agreement.

6.4. The Parties shall investigate all cases in which it is known or where there are grounds for suspecting that the classified products, data, publications, or related GEOINT materials provided or generated pursuant to this Agreement have been lost or disclosed to unauthorized persons. Each Party shall also promptly and fully inform the other Party of the details of any such occurrences, and of the final results of the investigation and of the corrective action taken to preclude recurrences.

6.5. Contractors, prospective contractors, or subcontractors that are determined to be under financial, administrative, policy, or management control of nationals or entities of a Third Party, may participate in a contract or subcontract requiring access to the classified information or material provided or generated pursuant to this Agreement only when enforceable measures are in effect to ensure that nationals or other entities of a Third Party shall not have access to the classified information or material. If enforceable measures are not in effect to preclude access by nationals or other entities of a Third Party, the other Party shall be consulted for approval prior to permitting such access.

6.6. For any facility wherein the classified information or materials are to be used, the responsible Party or Contractor shall approve the appointment of a person or persons to exercise effectively the responsibilities for safeguarding at such facility the classified information or materials pertaining to this Agreement. These officials shall be responsible for limiting access to

the classified information or materials involved in the Agreement to those persons who have been properly approved for access and have a need-to-know.

6.7. Each Party shall ensure that access to the classified information or materials is limited to those persons who possess requisite security clearances and have a specific need for access to the information or materials in order to participate in the Agreement.

6.8. Information or materials provided or generated pursuant to this Agreement may be classified as high as SECRET. The existence of the Agreement is UNCLASSIFIED and the contents are UNCLASSIFIED.

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

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 establishments, agencies, and laboratories, and Contractor industrial facilities 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
ENTRY AND EXIT

10.1. Each Party will take the necessary steps to facilitate entries and departures of personnel, equipment, and material related to this Agreement into and out of their respective countries.

ARTICLE XI
EXCHANGE OR FURNISHING OF MAPPING, CHARTING, AND GEODETIC DATA, SUPPLIES
AND SERVICES

11.1. 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 XII
SETTLEMENT OF DISPUTES

12.1. 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 XIII
GENERAL PROVISIONS

13.1. 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.

13.2. 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 State for Defense by the designated organizations identified in the individual Implementing Annexes to this Agreement.

13.3. 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 XIV

AMENDMENT, WITHDRAWAL, TERMINATION, ENTRY INTO FORCE, AND DURATION

14.1. 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 by the Parties to sign Implementing Annexes. New Appendixes may be added to Implementing Annexes by written, mutual agreement of the persons authorized by the Parties to sign Implementing Annexes. Development of 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 Appendices to other entities of their Governments.

14.2. This Agreement may be terminated upon 180 days written notice by one Party to the other Party. 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:

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

14.2.2. 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.

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

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

14.4. 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 XII, CLAIMS AND LIABILITY shall continue notwithstanding termination of, withdrawal from, or expiration of this Agreement. It is further agreed that this Basic Exchange and Cooperative Agreement, unless sooner terminated pursuant to paragraph 14.2, shall be reviewed annually pursuant to paragraph 14.7.

14.5 This Agreement, which consists of the Preamble, fourteen (14) Articles and two (2) Implementing Annexes shall enter into force upon signature by both Parties and shall remain in effect until terminated or superseded.

14.6 The Implementing Annexes are:

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

Implementing Annex B, Technical Assistance and Training

14.7. 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.

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

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

FOR THE DIRECTORATE OF MILITARY
INTELLIGENCE FOR THE MINISTRY
OF STATE FOR DEFENSE OF THE
REPUBLIC OF KENYA

Dawn R Eilenberger

DAWN R. EILENBERGER

Director

Office of International Affairs and Policy
National Geospatial-Intelligence Agency

Philip W. Kameru

BRIGADIER PHILIP W. KAMERU

Director

Directorate of Military Intelligence

6 March 2008

Date

Bethesda, Maryland

Location

18th March 2008

Date

Nairobi, Kenya

Location

IMPLEMENTING ANNEX A
TO THE
BASIC EXCHANGE AND COOPERATION AGREEMENT

BETWEEN

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

AND

THE DIRECTORATE OF MILITARY INTELLIGENCE
OF THE
MINISTRY OF STATE FOR DEFENSE
OF THE
REPUBLIC OF KENYA

CONCERNING

GEOSPATIAL INTELLIGENCE EXCHANGE AND COOPERATION

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

Pursuant to Article III of Agreement Between the National Geospatial-Intelligence Agency of the Department of Defense of the United States of America and the Directorate of Military Intelligence of the Ministry of State for Defense of the Republic of Kenya, Concerning Geospatial-Intelligence Exchange and Cooperation (the Agreement), the Parties agree as follows:

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 National Geospatial-Intelligence Agency of the Department of Defense of the United States of America, and the Ministry of Defense of the Republic of Kenya organizations.

1.2. For the purpose of this Implementing Annex, the designated organizations of the Parties shall be as follows:

1.2.1. For the Republic of Kenya - the Ministry of Defense (MoD)

1.2.2. For the United States of America - the National Geospatial-Intelligence Agency (NGA)

2. MATERIALS TO BE EXCHANGED/PROVIDED

2.1. All topographic products, data, publications, and related GEOINT materials provided under this Implementing Annex shall provided according to the shipping instructions in Section 4 below.

2.1.1. Copies of Topographic Maps: Five (5) copies of topographic products, (preferably in digital format) identified in Appendix I shall automatically be supplied by either Party to the other without charge. Either Party may request additional copies of topographic items identified in the Appendixes in accordance with approved procedures from the other Party.

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

2.1.3. Publications and related GEOINT materials: Two (2) copies of each topographic publication and related GEOINT materials shall be exchanged as specified in Appendix I without charge to either Party. Either Party may request additional copies of topographic publications and related GEOINT materials identified in Appendix I in accordance with approved procedures from the other Party.

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

2.1.5. Stocks: Either Party may request from the other Party for additional copies, including planning and operational stocks, of topographic products, data, publications, and related GEOINT materials listed in Appendix I shall be considered and may be 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 the parties.

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: Two (2) copies of 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, without charge, of all releasable NGA-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 parties 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 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 provided.

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. Unless otherwise agreed, title to products, information, and related GEOINT materials co-produced by the Parties shall be allocated jointly to the Parties; the Parties shall mutually determine the terms of use of co-produced products, information, and related GEOINT materials, and shall take any necessary steps to give effect to this mutual determination;.

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

3.1.4. If one Party loans or provides software to the other Party, 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.

3.1.5. If products, information, or related GEOINT materials are subject to privately held intellectual property rights and/or 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.

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 KENYA BILATERAL AGREEMENT - EXCHANGE MATERIAL- NON REIMBURSABLE" and include the following Customs Declaration.

CUSTOMS DECLARATION	
<i>The materials enclosed are exchanged between Government Defense Agencies under the terms of Official Bilateral Defense Arrangements</i>	
<i>Contents are to be used for Defense Purposes ONLY And are not releasable for Commercial Sale</i>	
Signed:	<u>Official Stamp</u>
Name:	
Position:	
Date: / /	

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. Republic of Kenya-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, MAIL STOP D-120
4600 Sangamore Road
Bethesda, MD 20816-5003
TELEPHONE: (301) 227-2345

FAX: (301) 227-5018

4.4.2. TO THE MINISTRY OF STATE FOR DEFENSE OF THE REPUBLIC OF KENYA:

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:

Ministry of State for Defense
Attn: DMI
Lanana Mount St.
Nairobi, Kenya
011 254 20 272 1100
Fax: 011 254 20 272 9966

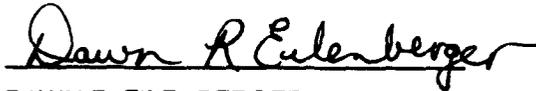
5. REVISIONS:

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

6. ENTRY INTO FORCE

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

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



DAWN R. EILENBERGER

Director

Office of International Affairs and Policy
National Geospatial-Intelligence Agency

6 March 2008

Date

FOR THE DIRECTORATE OF MILITARY
INTELLIGENCE FOR THE MINISTRY
OF STATE FOR DEFENSE OF THE
REPUBLIC OF KENYA



BRIGADIER PHILIP W. KAMERU

Director

Directorate of Military Intelligence

18th March 2008

Date

**APPENDIX I
TO
IMPLEMENTING ANNEX A**

**EXCHANGE OF TOPOGRAPHIC PRODUCTS, DATA, PUBLICATIONS, AND RELATED
GEOSPATIALINTELLIGENCE (GEOINT) MATERIALS**

1. The National Geospatial-Intelligence Agency (NGA) shall provide, free of charge, the following NGA produced topographic products, data, publications, and related GEOINT materials to the Ministry of State for Defense of the Republic of Kenya. Current editions shall be provided initially, if required. Thereafter, new editions or applicable amendments shall be provided in like quantities. Digitized versions (e.g., Compressed Arc Digitized Raster Graphic (CADRG)) of these products shall be provided upon request if otherwise available and releasable.

1.1. Topographic Products:

1.1.1. Five (5) copies of each current and future edition of releasable topographic and/or image based products over the sovereign territory of the Republic of Kenya:

SPECIFICS TBD

- Global Navigation and Planning Chart – 1:5,000,000 Scale
- Jet Navigation Chart – 1:2,000,000 Scale
- Operational Navigation Chart – 1:1,000,000 Scale
- Tactical Pilotage Chart – 1:500,000 Scale
- Joint Operations Graphic – 1:250,000 Scale
- Topographic Line Map – 1:50,000 & 1:100,000 Scale
- City Graphics

1.2. Digital Topographic Products: One (1) copy of each current and future edition of digital topographic data identified below for area identified in paragraph 1.1.1:

1.2.1. Scanned Data (including Compressed Arc Digitized Raster Graphic [CADRG])

SPECIFICS TBD

- Global Navigation and Planning Chart – 1:5,000,000 Scale
- Jet Navigation Chart – 1:2,000,000 Scale
- Operational Navigation Chart – 1:1,000,000 Scale

- Tactical Pilotage Chart – 1:500,000 Scale
- Joint Operations Graphic – 1:250,000 Scale
- Topographic Line Map – 1:50,000 & 1:100,000 Scale
- City Graphics

1.2.2. Vector Data

SPECIFICS TBD

- Vector Map Level 1
- Shuttle Radar Topography Mission Level 1 (3 Arc Second Elevation Data)
- Shuttle Radar Topography Mission Level 2 (1 Arc Second Elevation Data)

1.3. One (1) copy of the current NGA specifications and standards to the MoD of the Republic of Kenya relating to the data provided above.

1.4. One (1) copy of all revisions and updates to the NGA specifications and standards to the MoD of the Republic of Kenya relating to the data provided above.

1.5. Reproduction Material: One (1) set of reproduction material (preferably in digital format) for any NGA-produced topographic products furnished under paragraph 1.1. as produced. Additional reproduction materials of NGA-produced topographic products should be requested as needed.

1.6. Publications, related GEOINT 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:

1.6.1. The existing NGA/US Board on Geographic Names (US BGN) Gazetteer of the Republic of Kenya and gazetteers relevant to the topographic products specified in paragraph 1.1. above, or a Compact Disk containing a listing of the geographic names data from the NGA/US BGN Geographic Names Database in Geographic Information System (GI&S) format.

2. The MoSD of the Republic of Kenya shall provide, free of charge, the following Republic of Kenya-produced topographic products, data, publications, and related GEOINT materials to NGA. Current editions shall be provided initially, if required. Thereafter, new editions or applicable amendments shall be provided in like quantities. Digitized versions (e.g., CADRG) of these products shall be provided upon request if otherwise available and releasable.

2.1. Topographic Products:

2.1.1. Five (5) copies of each current and future edition of releasable topographic and/or image based products at all scales over the sovereign territory of the Republic of Kenya:

2.2. Digital Topographic Products: One (1) copy of each current and future edition of digital topographic data identified below for area identified in paragraph 2.1:

2.2.1. Scanned Data (including CADRG) of all products as identified and provided in paragraph 2.1.1.

2.2.2. High Resolution Vector Data.

2.3. One (1) copy of the current Republic of Kenya specifications and standards to NGA relating to the data provided above.

2.4. One (1) copy of all revisions and updates to the Republic of Kenya specifications and standards to NGA relating to the data provided above.

2.5. **Reproduction Material:** One (1) set of reproduction material (preferably in digital format) for all Republic of Kenya-produced topographic products furnished under paragraph 2.1. as produced. Whenever such reproduction material is provided, two (2) hard copies of the product shall be furnished as well. Additional reproduction materials of Republic of Kenya produced topographic products should be requested as needed.

2.6. **Publications, related GEOINT materials and Geographic Names Data:** Two (2) copies each of the following Republic of Kenya publications covering the sovereign territory of the Republic of Kenya:

2.6.1. Current and future catalogs, technical publications, instructions and specifications related to the topographic products, data, and related GEOINT material identified in Implementing Annex A, produced by the Republic of Kenya, in English.

2.6.2. Indices for all Republic of Kenya products.

2.6.3. Updated official geographic names information for all provinces and populated places (towns, cities, and villages) in the following order of preference:

- Compact Disk in Geographic Information System (GI&S) format;
- Hardcopy printout from a names database;
- Hardcopy gazetteer.

2.6.4. Listings of all Republic of Kenya publications related to cartography, geodesy, geography, toponymy, photogrammetry, and progress reports on production capabilities.

2.6.5. An official description, including graphics if available, of the international boundaries of the sovereign territory of the Republic of Kenya.

2.6.6. An official listing, with graphics if available, describing the administrative - territorial structure of the sovereign territory of the Republic of Kenya.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed this Appendix. Prepared in duplicate, in the English language, duly signed and exchanged between the Parties.

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



DAWN R. EILENBERGER
Director
Office of International Affairs and Policy
National Geospatial-Intelligence Agency

FOR THE DIRECTORATE OF MILITARY
INTELLIGENCE FOR THE MINISTRY
OF STATE FOR DEFENSE OF THE
REPUBLIC OF KENYA



BRIGADIER PHILIP W. KAMERU
Director
Directorate of Military Intelligence

16 March 2008

Date

18th March 2008

Date

IMPLEMENTING ANNEX B
TO THE
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 STATE FOR DEFENSE
OF THE
REPUBLIC OF KENYA

CONCERNING

GEOSPATIAL INTELLIGENCE EXCHANGE AND COOPERATION

TECHNICAL ASSISTANCE AND TRAINING

provided under this implementing Annex:

Ministry of State for Defense
Attn: DMI
Lanana Mount St.
Nairobi, Kenya
011 254 20 272 1100
Fax: 011 254 20 272 9966

2. TECHNICAL ASSISTANCE AND TRAINING

2.1. To ensure conformance and interoperability of data, products, publications, and related GEOINT materials, NGA, and the MoSD agree to make available or provide the following services.

2.2. Technical Assistance

2.2.1. NGA may perform, upon request, an assessment of the MoSD technologies with full cooperation of the MoSD and provide the MoSD with a written assessment of technologies and any recommendations regarding training needs.

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

2.2.3. Technical assistance visits shall be in support of the GEOINT production processes, system architecture/engineering/management, and shall be mutually agreed by both Parties.

2.3. Training

2.3.1. Based on the availability of resources, NGA may offer tuition-free formal training at the National Geospatial-Intelligence College (NGC) National Geospatial Intelligence School (NGS), Ft. Belvoir, Virginia, U.S.A. to support the variety of GEOINT production processes. Transportation and per diem costs shall be borne by the MoSD unless otherwise stated. All instruction by the NGS 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 upon request. Applicants for training shall comply with all security, physical, and other requirements.

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. Costs and expenses for MTTs will be paid by the Requestor.

2.3.2. The MoSD may offer similar training, as available, to NGA. Course Information shall be provided upon request.

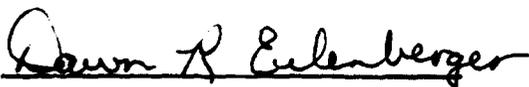
3. ENTRY INTO FORCE

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

IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed this Appendix.
Prepared in duplicate, in the English language, duly signed and exchanged between the Parties.

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

FOR THE DIRECTORATE OF MILITARY
INTELLIGENCE FOR THE MINISTRY
OF STATE FOR DEFENSE OF THE
REPUBLIC OF KENYA



DAWN R. EILENBERGER
Director
Office of International Affairs and Policy
National Geospatial-Intelligence Agency



BRIGADIER PHILIP W. KAMERU
Director
Directorate of Military Intelligence

6 March 2008

Date

18 March 2008

Date