

P R O T O C O L

B E T W E E N

T H E M I N I S T R Y O F D E F E N C E O F
T H E C Z E C H R E P U B L I C

A N D

T H E M I N I S T R Y O F D E F E N C E O F
T H E R E P U B L I C O F B U L G A R I A

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C O - O P E R A T I O N I N T H E F I E L D
O F M I L I T A R Y G E O G R A P H Y

The Ministry of Defence of the Czech Republic and the Ministry of Defence of the Republic of Bulgaria, hereinafter referred to as the “Parties”,

Referring to the Agreement between the Ministry of Defence of the Czech Republic and the Ministry of Defence of the Republic of Bulgaria for Mutual Cooperation signed in Prague on 21 September 1995,

Have agreed as follows:

Article 1 **Objective of the Protocol**

This Protocol sets out the terms and conditions of co-operation in the field of military geography.

Article 2 **Annexes**

The geographic materials to be exchanged are defined in the Annexes, which also include transmittal details and addresses, and do not form an integral part of this Protocol. The contents of these Annexes may be revised at any time upon mutual written agreement between the Executive Bodies.

Article 3 **Executive Bodies**

On behalf of the Czech Party by the Geographic Service of the Armed Forces of the Czech Republic (hereinafter referred as “GEOS”) and on behalf of the Bulgarian party this Protocol will be executed by the Military Geographic Service of the Bulgarian Armed Forces (hereinafter referred as “MGS”).

Article 4 **Forms of co-operation**

Co-operation shall be conducted through:

1. Meetings of experts from the Executive Bodies for consultation, exchange of experiences and opinions on current problems that shall have the following objectives:
 - a) Achieving the interoperability goals and moving on to the NATO geospatial standards.
 - b) Passing from classical to digital geoinformation technologies.

2. Exchange of geodetic and mapping data and materials.
 - a) Materials exchanged shall be in compliance with NATO geospatial standards or the standards of the delivering Party.
 - b) Providing of materials will be carried out either on routine basis or upon request. The providing of products upon request shall be decided on case-by-case basis.
3. Exchange of specified technical publications and literature.

Article 5 **Implementation**

Proposals for specific joint activities shall be exchanged and coordinated by 31 May of each year with regard to their inclusion into the Annual Plan for bilateral Co-operation between the Parties for the following year.

Article 6 **Products Delivery**

1. Materials shall be remitted with cover letters directly to the Executive bodies. Packaging and mailing expenditure shall be borne by the delivering Party.
2. The cover letters shall be written in 2 copies, one of which shall be sent as a preliminary message to the recipient and the remainder shall accompany the consignment.
3. Requests for products delivery shall be forwarded directly to the Executive Bodies.
4. The delivering Party shall bear no responsibility as to any damages incurred during the transportation.

Article 7 **Security Requirements**

1. The Executive bodies shall exchange only unclassified data and materials upon this Protocol.
2. The Parties shall guarantee the protection of the exchanged data and materials, including copyrights, in compliance with the applicable law of each respective Party's State.
3. The receiving Party shall respect any restrictions imposed by the delivering Party as regards reproduction, duplication, printing and property rights.

4. The exchanged geographic data and materials must be exclusively used for the purpose of defence of one of the Party's States. The Parties shall be obliged not to use the exchanged data and materials as well as other information received in the course of the co-operation against the other Party and not to deliver it to third Parties without the prior written consent from the delivering Party.

Article 8 **Accounting**

1. The exchange on a routine basis shall be made free of charge. Materials supplied on request shall be accountable and assessed in terms of the Standard Map Unit (SMU) as explained in the Annexes. Financial payments for military geographic products and information exchanged are ruled out.
2. The monetary value assigned to the SMU shall be reviewed and determined annually by the Executive Bodies.
3. Balance of mutual co-operation according to this Protocol shall be evaluated by each Executive Body annually as to 31 December of the current year and sent as a letter to the other Executive Body by 31 March of the following year. The letters will contain the lists of provided and received products, materials and services, separately for the providing on routine basis and upon request (hereinafter referred to as the "List").
4. The transferred Lists shall be checked by each Executive Body and mutually agreed on in writing.
5. If any Executive Body does not consider the balance of mutual co-operation as equal, the Executive Bodies shall agree on compensation in form of providing further products, specifications and technical documents, materials and services to the Party, which provided more products, materials or services. The compensation shall be carried out in the terms agreed on between the Executive Bodies.
6. Upon mutual consent of the Executive Bodies, the compensation of inequity may be transferred to the next calendar year.
7. In case of termination of this Protocol, the final balance of the mutual co-operation as of the termination date shall be an integral part of the Termination Agreement. Eventual compensation of inequity shall be subject to Para 5 of this Article.

Article 9 **Claims**

Any claims arisen within the execution of this Protocol and its Annexes will be solved in accordance with Article VIII of the Agreement between the Parties to the North Atlantic Treaty regarding the Status of Their Forces, done in London on June 19, 1951.

Article 10**Disputes**

Any disputes arising out of the interpretation or implementation of this Protocol, or from a lack of regulation shall be resolved by negotiation of the Parties without submitting to the third Party or any international tribunal.

Article 11**Final provisions**

1. This Protocol shall enter into force on the date of its signature by both Parties.
2. This Protocol is concluded for an undetermined period of time.
3. This Protocol may be modified or amended at any time upon mutual consent of the Parties in writing.
4. In case of termination of this Protocol the Parties shall be bound by the security requirements settled above.
5. Either Party may denounce this Protocol in writing. This denunciation enters into force six (6) months after the date of delivery of the written notification of denunciation to the other Party.
6. In case of termination of this Protocol, the Parties will conclude a Termination Agreement on mutually agreed procedures to satisfy uncompleted commitments arisen under this Protocol. This Termination Agreement shall remain in effect for an unlimited period of time, unless otherwise specified agreed by the Parties. The termination of this Protocol automatically terminates the Annexes unless otherwise agreed on by the Parties.

Done at **Praha** on **22. 10. 2008** in duplicate, in the Czech, Bulgarian and English languages; all the texts being equally authentic. In case of differences in the interpretation of this Protocol, the English version shall prevail.

For the Ministry of Defence
of the Czech Republic

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Chief of the Geographic Service of the
Armed Forces of the Czech Republic

For the Ministry of Defence
of the Republic of Bulgaria

Georgi Gladkov
Chief of the Military Geographic Service
of the Bulgarian Armed Forces