

BASIC EXCHANGE AND COOPERATION AGREEMENT

BETWEEN

THE FEDERAL MINISTER OF DEFENCE AND SPORTS

OF THE

REPUBLIC OF AUSTRIA

AND

THE DEPARTMENT OF DEFENSE

OF THE

UNITED STATES OF AMERICA

CONCERNING

GEOSPATIAL-INTELLIGENCE INFORMATION

PREAMBLE

The Federal Minister of Defence and Sports of the Republic of Austria, represented by the Institute for Military Geography (IMG), and the Department of Defense of the United States of America, represented by the National Geospatial-Intelligence Agency (NGA) (hereinafter referred to as the Parties):

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 between the Parties;

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;

Referring to the General Security of Military Information Agreement (GSOMIA) between the Federal Government of the Republic of Austria and the Government of the United States of America, signed May 4, 1983;

Recognizing the application of the Agreement among the States 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 are applicable in accordance with applicable national laws or regulations. Whether the information is exchanged or co-

produced 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); for the Austrian Party "Eingeschränkt",

Copyright	Form of protection provided by law to authors of original works of authorship, which may include databases, maps and charts.
Geospatial Intelligence (GEOINT) Information	Information of any type or format resulting from the collection, transformation, generation, portrayal, dissemination, and storing of geodetic, geomagnetic, aeronautical, topographic, hydrographic, imagery, cartographic, cultural, bathymetric and toponymic data. It also includes information resulting from the evaluation of topographic, hydrographic, or aeronautical features for their effect on military operations or intelligence. GEOINT Information may include, but is not limited to, presentation 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.
Third Party	A person or other entity, other than an officer, employee, agent or contractor of the United States of America or the Republic of Austria.

ARTICLE II

PURPOSE AND SCOPE

2.1. The purpose of this Agreement is:

- to exchange GEOINT Information for the use of both Parties for defense purposes;
- to establish and implement cooperative production programs, other cooperative efforts and co-production programs;
- to establish and implement mutual technical assistance;

- to exchange technical and procedural information related to the standardization of methods, procedures, specifications, and formats for the collection, evaluation, processing, and production of GEOINT Information;
- to exchange production programming and production status information as required;
- to establish and implement mutual training programs as agreed upon and as resources allow.

2.2. All activities of the Parties under this Agreement shall be carried out in accordance with national and international law binding upon them.

ARTICLE III

IMPLEMENTING ARRANGEMENTS

3.1. The details of cooperation under this Agreement shall be set forth in individual "Implementing Arrangements". Such details may include, but are not limited to the responsibilities of the Parties or GEOINT Information and related materials or equipment to be covered.

3.2. Matters related to reproduction, copyrights, trademarks, use, and release of GEOINT Information and related materials or equipment shall be addressed in Implementing Arrangements.

3.3. Unless otherwise stated in Implementing Arrangements, hardcopy products exchanged or produced under the terms of this Agreement may be converted to a digital format without requiring additional approval from the originating Party.

3.4. The Implementing Arrangements shall include no provision inconsistent with this Agreement. In the event of a conflict between this Agreement and any Implementing Arrangement, the Agreement shall prevail.

3.5. Implementing Arrangements shall be signed by the Parties to this Agreement or by persons authorized by the Parties and will come into effect upon the date of last signature.

3.6. The Parties shall carry out the Implementing Arrangements in accordance with the existing and developing capabilities of both Parties and subject to the availability of resources.

ARTICLE IV
FINANCIAL PROVISIONS

4.1. Each Party shall bear the costs it incurs for performing, managing, and administering its activities under this Agreement, unless otherwise stipulated in Implementing Arrangements.

4.2. 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 towards continuation on a mutually determined modified basis.

4.3. The Parties shall consult on an annual basis to ensure parity in the costs of cooperation under this Agreement. Consistent with national laws and regulations binding upon them, the Parties intend to avoid monetary payments for any exchanges or cooperative efforts under this Agreement.

ARTICLE V
SECURITY OF INFORMATION

5.1. Only Controlled Unclassified Information shall be exchanged or produced under this Agreement.

5.2. Except as otherwise provided in this Agreement or as authorized in writing by the originating Party, Controlled Unclassified Information exchanged or produced under this Agreement shall be controlled as follows:

5.2.1. Access to such Controlled Unclassified Information shall be limited to authorized persons and shall be subject to the provisions of Article VI.

5.2.2. Each Party shall take all necessary steps available to it, which may include national classification, to prevent unauthorized disclosure of Controlled Unclassified Information. In the event of unauthorized disclosure, immediate notification shall be given to the originating Party.

5.3. The originating Party shall ensure that Controlled Unclassified Information is appropriately marked.

5.4. Prior to authorizing the release of Controlled Unclassified Information to contractors, the Parties shall ensure that contractors are legally bound to control such Controlled Unclassified Information.

5.5. The obligations of the Parties contained in this Article shall continue notwithstanding termination of or withdrawal from this Agreement.

ARTICLE VI

THIRD PARTY SALES AND TRANSFERS

The Parties shall not sell, transfer title to, disclose or transfer possession of GEOINT Information and related materials or equipment exchanged or produced under this Agreement to any Third Party except in accordance with an Implementing Arrangement or otherwise authorized in writing by the originating Party.

ARTICLE VII

VISITS TO ESTABLISHMENTS

7.1. Each Party shall permit visits to its agencies and establishments by persons authorized by the other Party, having all necessary security clearances and a need-to-know.

7.2. All visiting persons shall be required to comply with security regulations of the host Party. Any information disclosed or made available to visiting persons shall be treated as if supplied to the other Party and shall be subject to the provisions of this Agreement.

7.3. Requests for visits by persons of one Party to a facility of the other Party shall be coordinated through official channels and shall conform to the established visit procedures of the host Party.

ARTICLE VIII

SETTLEMENT OF DISPUTES

Disagreements between the Parties arising under or relating to this Agreement or any of the Implementing Arrangements shall be resolved by consultation between the Parties.

ARTICLE IX**ENTRY INTO FORCE AND AMENDMENTS**

9.1. This Agreement shall enter into force on the first day of the second month that follows the day on which the Parties have notified each other of the completion of the internal procedures necessary for the entry into force of this Agreement.

9.2. This Agreement may be amended by written mutual agreement of the Parties.

ARTICLE X**TERMINATION AND WITHDRAWAL**

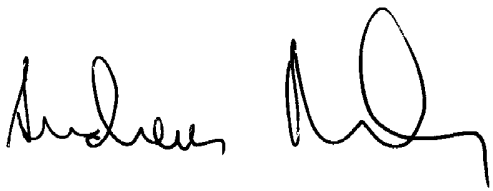
10.1. This Agreement may be terminated at any time upon the written mutual agreement of the Parties. The Parties shall consult to ensure termination on the most economical and equitable terms.

10.2. Alternatively, one Party may withdraw from this Agreement giving six (6) months written notice to the other Party of its intention to do so. The withdrawal shall become effective six (6) months after the date of written notification.

10.3. In the event of termination of or withdrawal from this Agreement, the Parties shall decide 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 or withdrawal. Each Party shall pay the costs it incurs as a result of the termination or withdrawal. All GEOINT Information and related materials or equipment and rights therein received under this Agreement shall be retained by the Parties, subject to the provisions of this Agreement. The respective rights and responsibilities of the Parties regarding Article V (Security of Information) and Article VI (Third Party Sales and Transfers) shall continue notwithstanding termination of or withdrawal from this Agreement.

10.4. Termination of or withdrawal from this Agreement shall terminate all Implementing Arrangements.

Signed in two originals in the English and German languages, both being equally authentic.

FOR THE FEDERAL MINISTER OF DEFENCE AND SPORTS OF THE REPUBLIC OF AUSTRIA  BGen Andreas PERNSTEINER Director, Assets Provision Support Directorate Vienna, 3 September 2009 Location, Date	FOR THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA  DAWN R. EILENBERGER Director, Office of International Affairs and Policy National Geospatial Intelligence Agency Bethesda, MD 28 October 2009 Location, Date
---	--

