

AGREEMENT

BETWEEN

***THE AMERICAN INSTITUTE IN
TAIWAN***

AND

***THE TAIPEI ECONOMIC AND
CULTURAL REPRESENTATIVE
OFFICE IN THE UNITED STATES***

CONCERNING

***MAPPING, CHARTING, AND GEODESY
COOPERATION***

**AGREEMENT
BETWEEN
THE AMERICAN INSTITUTE IN TAIWAN
AND
THE TAIPEI ECONOMIC AND CULTURAL REPRESENTATIVE
OFFICE IN THE UNITED STATES
CONCERNING
MAPPING, CHARTING, AND GEODESY COOPERATION**

PREAMBLE

The American Institute in Taiwan (AIT) and Taipei Economic and Cultural Representative Office in the United States (TECRO) hereinafter referred to as the "Parties":

Having a mutual need for development, mutual assistance, and cooperation in the fields of topographic mapping, nautical and aeronautical charting and information, geodesy and geophysics, digital data, and related mapping, charting, and geodesy (MC&G) material;

Recognizing the benefits to be obtained from standardization, interoperability, and the exchange or loan of MC&G products, information, and equipment;

Desiring to achieve mutual mapping objectives and goals thorough the application of MC&G technology and production procedures;

Have agreed as follows:

**ARTICLE I
OBJECTIVES**

The objectives of the Basic Exchange Agreement concerning Topographic Mapping, Nautical and Aeronautical Charting, Digital Products, Geodesy and Geophysics and Related Mapping, Charting and Geodesy (MC&G) Cooperation (hereinafter referred to as the "Agreement") are:

1. To provide technical assistance in production of and exchange of topographic maps, nautical and aeronautical charts and information, digital products, geodetic and geophysical data required for the achievement of the MC&G objectives of both organizations, and to exchange related MC&G information and data deemed and agreed to be necessary for this purpose.

2. To provide cooperation in the measurement and evaluation of data relevant to topographic maps, nautical and aeronautical charts and information, and production utilizing this data and loaning/providing of equipment and MC&G materials.
3. To exchange technical and procedural information for standardization of methods and procedures of collection, evaluation, processing, and production of relevant cartographic data/products to facilitate exchange and achieve standardization and interoperability of data, processes, products, and equipment.
4. To establish technical assistance and exchange information relevant to geodetic developments, processes, and production techniques related to, and for the purposes of, implementing the Global Positioning System (GPS) and the World Geodetic System (WGS) Datum for all new MC&G products exchanged by either Party under this agreement.
5. To establish, coordinate, and cooperate in mutually agreed upon training programs in relevant MC&G disciplines to achieve the objectives of this Agreement.

ARTICLE II
IMPLEMENTING AGENCIES

The agencies designated by the cooperating organizations to implement the terms of this Agreement are:

1. For the American Institute in Taiwan (AIT): The Defense Mapping Agency (DMA) is designated as the Implementing Agency ("Agency") and shall be responsible for policy, programs, implementation and interpretation. Technical offices shall be identified through addresses herein or through separate correspondence.
2. For Taipei Economic and Cultural Representative Office in the United States (TECRO): The Topographic Service (TS) in Taiwan is designated as the Implementing Agency ("Agency") and shall be responsible for policy, programs, implementation and interpretation. Other technical offices shall be identified through Annexes or separate correspondence.

ARTICLE III
IMPLEMENTING ANNEXES

1. The terms, procedures, obligations, and technical details for the subjects mentioned in Article I, "OBJECTIVES," above, shall be described and set forth in individual "Implementing Annexes" to the Agreement.
2. Each Implementing Annex shall articulate the specific purpose, obligations, terms, exchange and/or provision of technical assistance, responsibilities of each Party, quantities of products to be exchanged, and other related MC&G matters as agreed upon by the Agencies.

3. The Implementing Annexes related to topographic mapping, nautical and aeronautical charting and information, digital products, geodesy and geophysics and related MC&G materials shall be negotiated and concluded between AIT and TECRO.

4. The Implementing Annexes shall include no provision inconsistent with this Agreement unless mutually agreed to by AIT and TECRO and will include any restrictions which may be in effect on the entrustment of MC&G materials and data to be provided, and/or exchanged. The execution of these Implementing Annexes will be in accordance with the existing capabilities of the Agencies, subject to the availability of MC&G resources (equipment, personnel, facilities, and finances).

ARTICLE IV **SECURITY CLASSIFICATION, COPYRIGHTS, RELEASE RESTRICTIONS**

1. It is the intent of the cooperating organizations that all efforts under this Agreement and the Implementing Annexes shall be conducted at the unclassified level. No classified information shall be provided or generated under this Agreement. Should it become necessary to provide or exchange classified information between the Agencies, a separate Implementing Security Annex must first be mutually agreed to by AIT and TECRO and the Implementing Agencies.

2. Matters relating to reproduction, copyrights, use, trademark, and release restriction on MC&G materials shall be addressed in the Implementing Annexes and/or as specified in subsequent appendices. In addition, the Parties shall honor the copyright, trademark, use, and/or release restrictions on all products and materials provided by the other Party relevant to this Agreement, or Annexes, in accordance with specific guidance from the other Party at the time the products and/or materials are transmitted to the other Party.

3. DMA produced charts covering territory at the scale of 1:250,000 or larger are subject to distribution limitations. Prior approval is required by Headquarters DMA.

4. Third country produced products must be requested and obtained from the originating producer.

ARTICLE V **DELIVERY OF MATERIALS,** **CUSTOMS DUTIES, TAXES AND SIMILAR CHARGES**

1. Customs duties, import and export taxes, and similar charges shall be administered in accordance with each Agency's respective laws and regulations. Insofar as their existing laws and regulations permit, the Agencies shall endeavor to ensure that such readily identifiable duties, taxes and similar charges, as well as quantitative restrictions on imports and exports, are not imposed in connection with work carried out under this Agreement.

2. Each Agency shall use its best efforts to ensure that customs duties, import and export taxes, and similar charges are administered in a manner favorable to the efficient and economical conduct of the work.

3. The shipment of MC&G materials provided by the Agencies shall be by means of transmittal documents. One of three copies of the transmittal documents for MC&G materials will be forwarded to the consignee by mail as advance notice of the shipment, and the other two copies will be enclosed in the shipment of MC&G materials.

4. All MC&G materials exchanged between the cooperating organizations will be clearly marked "AIT/TECRO Exchange Material."

5. Addresses for shipment of material to be exchanged are provided either in Annexes or Appendices under "Addresses for Shipment," or in other implementing correspondence.

ARTICLE VI SETTLEMENT OF DISPUTES

Disagreements between the Parties arising under or relating to this Agreement shall be resolved only by consultation between AIT and TECRO and shall not be referred to an individual, to any international tribunal, or to any other forum for settlement.

ARTICLE VII GENERAL PROVISIONS

1. All activities of the Parties and Agencies under this Agreement shall be carried out in accordance with their respective laws, and the obligations of the Parties and Agencies shall be subject to the availability of appropriated funds for such purposes.

2. All actions pursuant to this Agreement will be carried out on behalf of AIT and TECRO by the Implementing Agencies identified as the "Implementing Agencies" or "Agencies."

3. Courtesy copies of all Exchange-related correspondence from DMA and all Exchange-related correspondence from Taiwan will be forwarded to the AIT Taipei Office.

ARTICLE VIII LIABILITY

1. For liability arising out of or in connection with activities undertaken in the performance of official duty in the execution of and for the benefit of this Agreement or any Implementing Annex, the following provisions apply:

2. Each Party and Agency waives all claims against the other Party or Agency in respect to injury caused to its personnel and/or damage caused to its property by personnel or agents of that other Party or Agency. Claims from Third Parties for damage of any kind caused by one of the Parties' or Agencies personnel or agents shall be processed by the most appropriate Party Agency, as determined by the Parties and Agencies. The costs incurred in satisfying such claims shall be borne by the responsible Party or Agency.

ARTICLE IX FINANCIAL PROVISIONS

1. Each Agency shall bear the costs it occurs for performing, managing, and administering its activities under this Agreement and Annexes and these shall be included as part of each Agency's contribution to the support of the Agreement. These costs include salaries, travel, and daily costs for its own personnel. Variations from this financial provision will be addressed in the specific Implementing Annex as required.

2. Each Agency shall promptly notify the other if available funds are not adequate to fulfill the terms of this Agreement. If an Agency notifies the other Agency that it is terminating or reducing its funding in support of the Agreement or Annexes, both Agencies shall immediately consult with a view toward continuation on a mutually agreed modified basis.

ARTICLE X AMENDMENT, TERMINATION, ENTRY INTO FORCE, AND DURATION

The amendment of, termination of, entry into force and duration of this Agreement and any Implementing Annex shall be in accordance with the following:


1. This Agreement and all Annexes shall enter into force upon signature.
2. The English language text of this Agreement and all Annexes shall be considered by the Parties as the governing text.
3. This Agreement consists of a Preamble, 10 Articles and four Annexes.
4. This Agreement and all Annexes shall remain in effect between AIT and TECRO until official notification in writing of a Parties intent to terminate the Agreement or any Annex is provided to the other in accordance with the provisions herein. In the event the Parties agree to terminate this Agreement, AIT and TECRO shall immediately initiate consultations prior to the date of termination to ensure termination on the most economical and equitable terms.

5. Whenever deemed necessary, the Parties may propose in writing to review, amend, or terminate this Agreement with the concurrence and approval of the Agencies. In such a case, consultations between AIT and TECRO will be immediately initiated. If no resolution is achieved in the consultations within three months, either Party may then terminate the Agreement or the Annexes by providing written notification six months in advance of the effective date of the termination to the other. In the event of termination of this Agreement, any and all MC&G data and related materials which are on loan to the Agencies under the terms of this Agreement shall be returned to the originating Agency under a timetable mutually agreeable to the implementing Agencies.
6. Whenever either of the Parties considers that the other does not or cannot comply with the terms of the Agreement or the Annexes, consultations may be requested in writing by that Party and such consultations shall be initiated immediately. If no mutual understanding can be achieved in the consultations within thirty days, the Party may then terminate this Agreement or the Implementing Annex by providing written notification six months in advance of the effective date of the termination to the other.
7. Termination of the Agreement automatically terminates any and all Annexes. Termination of an Annex does not automatically terminate the Agreement nor any other Annex.
8. In the event of termination of this Agreement or any Implementing Annex, both Parties agree to prepare a joint mutually agreed to "Termination Protocol" which will include procedures for satisfying uncompleted obligations arising during the period the Agreement or Annex was in force. Further, the Parties and the Agencies agree to continue to comply with all restrictions imposed on MC&G materials furnished by one Party even after termination unless otherwise mutually agreed.
9. Transmittals of new indices/editions and/or notification of the Parties of discontinued/obsolete data shall automatically constitute revisions to this Agreement without renegotiation.
10. Changes to addresses of the responsible Agencies listed herein may be automatically revised through separate correspondence.
11. The respective rights and responsibilities of the Parties, and the Implementing Agencies, regarding Security, release, copyright, trademark, and use shall continue notwithstanding termination or expiration of this Agreement.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed this Agreement. This Agreement is signed in duplicate in the English language.


Done at Arlington, Virginia, USA, this 28TH day of NOVEMBER, 1995.

**FOR
THE AMERICAN INSTITUTE IN
TAIWAN**



GERHARD W. WEIS
Director
Political Military Affairs

**FOR
THE TAIPEI ECONOMIC AND
CULTURAL REPRESENTATIVE
OFFICE IN THE UNITED STATES**



SHENG-CHU D. PENG
Major General
Director
Services Coordination Division

GLOSSARY OF TERMS AND ABBREVIATIONS

1. **Agency (Agencies):** Designated by the Parties to implement the terms of the Agreement. For AIT, the Agency shall be the Defense Mapping Agency (DMA). For TECRO, the Agency shall be the Topographic Services (TS) in Taiwan.

2. **Copyright:** Legal protection of property interest in written product or intellectual property, to include digital databases, maps and charts.

3. **MC&G:** Mapping, Charting and Geodesy. Defined as the collection, transformation, generation, dissemination, and storing of geodetic, geomagnetic, gravimetric, aeronautical, topographic, hydrographic, cultural and toponymic data. MC&G also includes the evaluation of topographic, hydrographic, or aeronautical feature 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.

4. **Parties:** The Parties to this Agreement are the American Institute in Taiwan (AIT) and Taipei Economic and Cultural Representative Office in the United States (TECRO).

5. **Third Party:** Any person or other entity whose governing authority is not a party to this Agreement.

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ANNEX A

TO THE
AGREEMENT
BETWEEN
THE AMERICAN INSTITUTE IN TAIWAN
AND
THE TAIPEI ECONOMIC AND CULTURAL REPRESENTATIVE
OFFICE IN THE UNITED STATES
CONCERNING
MAPPING, CHARTING, AND GEODESY COOPERATION
EXCHANGE OF TOPOGRAPHIC MAPS
AND
RELATED GEOGRAPHIC MATERIALS

1. PURPOSE.

The purpose of this Annex is to define arrangements for the exchange of topographic maps and other geographic materials of mutual interest between the American Institute in Taiwan and the Taipei Economic and Cultural Representative Office in the United States and to assist in the improvement of the mapping capabilities of the respective cooperating organizations.

2. IMPLEMENTING AGENCIES.

a. For the American Institute in Taiwan (AIT): The Defense Mapping Agency (DMA), International Operations, shall be responsible for policy, programs, implementation and interpretation. Technical offices shall be identified through addresses herein or through separate correspondence. The DMA Office of Customer Services (OCS) has responsibility for distribution.

b. For the Taipei Economic and Cultural Representative Office in the United States (TECRO): The Topographic Service (TS) in Taiwan shall be responsible for policy, programs, implementation and interpretation. Other technical offices shall be identified through separate correspondence.

3. SECURITY CLASSIFICATION, COPYRIGHTS, and RELEASE RESTRICTIONS

a. Each Party and Agency agrees to honor the copyright, trademark, use, and/or release restrictions on all maps, charts, and related MC&G products and materials provided by the other Party or Agency relevant to this Annex in accordance with specific guidance received at the time the maps, charts or related MC&G products and materials are transmitted to the other Agency.

b. The Agencies agree to grant a free (no cost), non-exclusive unlimited use license of their hard/soft copy data, information, and products transferred under this Annex to each other for use only by the Agencies and other governmental organizations. This license includes the right to copy, use and distribute, including the right to sell to the public, any data, information, or product either Agency produces using or derived from the other Agencies data, information or products provided under this Annex.

(1) The Agencies further agree that, as part of any public sale, the selling Agency may grant a limited use license which provides that further use of the Agencies data or information by private producers would require a licensing arrangement between the private producer and the other Agency.

(2) Agencies agree that no "surcharge" will be added to any public sale transaction.

4. MATERIALS TO BE EXCHANGED.

a. The products addressed by this Annex for exchange are topographic maps, reproduction materials, trig lists, gazetteers, and related publications.

b. Products shall automatically be supplied by either Agency to the other without charge and quantities shall be exchanged as specified in the Appendices to this Annex. Quantities in excess of those specified shall be supplied on a reciprocal exchange basis subject to availability.

5. ADDRESSES FOR SHIPMENT.

Addresses for shipment of material to be exchanged are provided either in Appendices under "Addresses for Shipment," or in other implementing correspondence.

6. REVISIONS.

a. Transmittals of new indices/editions and/or notification of the cooperating organizations of discontinued/obsolete data shall automatically constitute revisions to this Annex without renegotiation.

b. Appendices for additional exchanges of technical data may be added to this Annex without renegotiation.

c. Changes to addresses of the responsible Agencies listed herein may be automatically revised through separate correspondence.

7. APPENDICES.

APPENDIX I: Supply of Materials from DMA to TS. Addresses for Materials Exchanges are as of the date of implementation of the Annex.

APPENDIX II: Supply of Materials from TS to DMA. Addresses for Materials Exchanges are as of the date of implementation of the Annex.

8. DATE OF ENTRY INTO FORCE AND SIGNATURE.

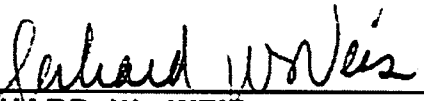
a. This Annex shall enter into force upon signature by the authorized representatives of AIT and TECRO and shall be reviewed annually.

b. This Annex shall remain in effect between AIT and TECRO until official notification in writing of one cooperating organization's intent to terminate the Annex is provided to the other in accordance with the provisions herein. In the event the cooperating organizations agree to terminate this Annex, AIT and TECRO shall immediately initiate consultations prior to the date of termination to ensure termination on the most economical and equitable terms.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed this Annex in duplicate.

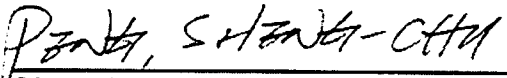
Done at Arlington, Virginia, USA, this 28TH day of NOVEMBER, 1995.

FOR
THE AMERICAN INSTITUTE IN
TAIWAN



GERHARD W. WEIS
Director
Political Military Affairs

FOR
THE TAIPEI ECONOMIC AND
CULTURAL REPRESENTATIVE
OFFICE IN THE UNITED STATES



SHENG-CHU D. PENG
Major General
Director
Services Coordination Division

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**APPENDIX I TO ANNEX A
TO THE
AGREEMENT BETWEEN THE AMERICAN INSTITUTE IN TAIWAN AND
THE TAIPEI ECONOMIC AND CULTURAL REPRESENTATIVE OFFICE IN
THE UNITED STATES
CONCERNING MAPPING, CHARTING, AND GEODESY COOPERATION
FOR EXCHANGE OF TOPOGRAPHIC MAPS AND
RELATED GEOGRAPHIC MATERIALS**

**SUPPLY OF MATERIALS
FROM
THE DEFENSE MAPPING AGENCY (DMA)
TO
THE TOPOGRAPHIC SERVICE (TS)**

1. From DMA to TS:

a. DMA agrees to automatically furnish TS the following materials free of charge (new editions will be replaced automatically):

(1) Maps: Twenty (20) copies each of the following series:

1105 (The World)	1145 (The World)
1106 (The World)	1150 (The World)
1107 (The World)	1501 (Taiwan)
1144 (The World)	5213 (S.E. Asia)

(2) Publications: Two copies each of the following:

(a) DMA Gazetteers of Taiwan.

(b) Related technical publications and/or instructions as identified and as mutually agreed.

b. DMA agrees to furnish TS, upon request, the following materials on a quid pro quo basis:

(1) Maps: Copies in excess of the quantities specified in paragraph 1. a. (1) as identified and as mutually agreed.

(2) Reproduction Material: One set of stable base reproduction material for all DMA produced maps furnished under paragraph 1. a. (1).

(3) Publications: Copies in excess of the quantities specified in paragraph 1. a. (2) as identified and as mutually agreed.

2. ADDRESSES FOR SHIPMENT:

- a. Shipment of DMA materials is addressed to:

Account No. (HM0647)

Director
Topographic Service
Combined Service Forces
Ministry of National Defense
P.O. Box 90496, Nan-Kang
Taipei, 11530
Taiwan

- b. Information copies of transmittal receipts for materials shipped are sent to:

- (1) AIT Taipei
Technical Liaison Section
P.O. Box 1612
Washington, D.C. 20013-1612
- (2) Defense Mapping Agency
Regional Officer East Asia
Unit 45005 Box 43
APO AP 96343-5000

**APPENDIX II TO ANNEX A
TO THE
AGREEMENT BETWEEN THE AMERICAN INSTITUTE IN TAIWAN AND
THE TAIPEI ECONOMIC AND CULTURAL REPRESENTATIVE OFFICE IN
THE UNITED STATES
CONCERNING MAPPING, CHARTING, AND GEODESY COOPERATION
FOR EXCHANGE OF TOPOGRAPHIC MAPS AND
RELATED GEOGRAPHIC MATERIALS**

**SUPPLY OF MATERIALS
FROM
THE TOPOGRAPHIC SERVICE (TS)
TO
THE DEFENSE MAPPING AGENCY (DMA)**

1. From TS to DMA:

a. TS agrees to automatically furnish DMA the following materials free of charge (new editions will be replaced automatically):

(1) Maps: Ten (10) copies each of all Taiwan produced new or revised topographic or orthophoto maps of Taiwan.

(2) Reproduction Material: One set of stable base reproduction material for all Taiwan produced maps furnished under paragraph 1. a. (1).

(3) Publications: Two copies each of the following Taiwan publications that cover the territory of Taiwan:

(a) Gazetteers or glossaries of geographic names.

(b) Standard geographic code (if available).

(c) Geodetic trig lists.

(d) Indices for all Taiwan produced maps.

(e) Listings of all Taiwan publications related to cartography, geodesy, geography, toponymy, photogrammetry, and progress reports on production capabilities.

b. TS agrees to furnish DMA, upon request, the following materials on a quid pro quo basis:

(1) Maps: Copies in excess of the quantities specified in paragraph 1. a. (1) as identified and as mutually agreed.

(2) Publications: Copies in excess of the quantities specified in paragraph 1. a. (3) as identified and as mutually agreed.

2. ADDRESSES FOR SHIPMENT:

a. Shipment of TS materials is addressed to:

(1) Reproduction Materials:

Commander
Pacific Office
DMA Combat Support Element
900 Hangar Avenue
Hickam AFB, HI 96853-5246
U.S.A.

(2) Maps and other Materials:

Defense Mapping Agency
ATTN: SMEC1, ST D-58
4600 Sangamore Road
Bethesda, Maryland 20816-5003
U.S.A.

b. Information copies of transmittal receipts for materials shipped are sent to:

(1) AIT Taipei
Technical Liaison Section
7, Lane 134 Hsin Yi Road, Section 3
Taipei, Taiwan

(2) Defense Mapping Agency
Regional Officer East Asia
Building 101, Office S-204
Camp Zama, Zama-shi
Kanagawa-ken, 228
Japan

ANNEX B

TO THE
AGREEMENT
BETWEEN
THE AMERICAN INSTITUTE IN TAIWAN
AND
THE TAIPEI ECONOMIC AND CULTURAL REPRESENTATIVE
OFFICE IN THE UNITED STATES
CONCERNING
MAPPING, CHARTING, AND GEODESY COOPERATION

EXCHANGE OF NAUTICAL CHARTS,
NAVIGATION PUBLICATIONS AND RELATED MATERIALS

1. PURPOSE.

The purpose of this Annex is to define arrangements for the exchange of nautical charts, navigation publications and related materials of mutual interest between the American Institute in Taiwan and the Taipei Economic and Cultural Representative Office in the United States and to assist in the improvement of the charting capabilities of the respective cooperating organizations.

2. IMPLEMENTING AGENCIES.

a. For the American Institute in Taiwan (AIT): The Defense Mapping Agency (DMA), International Operations, shall be responsible for policy, programs, implementation and interpretation. Technical offices shall be identified through addresses herein or through separate correspondence. The DMA Office of Customer Services (OCS) has responsibility for distribution.

b. For the Taipei Economic and Cultural Representative Office in the United States (TECRO): The Naval Hydrographic and Oceanographic Office (NHOO) in Taiwan shall be responsible for policy, programs, implementation and interpretation. Other technical offices shall be identified through separate correspondence.

3. SECURITY CLASSIFICATION, COPYRIGHTS, and RELEASE RESTRICTIONS

a. Each Party and Agency agrees to honor the copyright, trademark, use, and/or release restrictions on all maps, charts, and related MC&G products and materials provided by the other Party or Agency relevant to this Annex in accordance with specific guidance received at the time the maps, charts or related MC&G products and materials are transmitted to the other Agency.

b. The Agencies agree to grant a free (no cost), non-exclusive unlimited use license of their hard/soft copy data, information, and products transferred under this Annex to each other for use only by the Agencies and other governmental organizations. This license includes the right to copy, use and distribute, including the right to sell to the public, any data, information, or product either Agency produces using or derived from the other Agencies data, information or products provided under this Annex.

(1) The Agencies further agree that, as part of any public sale, the selling Agency may grant a limited use license which provides that further use of the Agencies data or information by private producers would require a licensing arrangement between the private producer and the other Agency.

(2) Agencies agree that no "surcharge" will be added to any public sale transaction.

4. MATERIALS TO BE EXCHANGED.

a. The products addressed by this Annex for exchange are nautical charts and related navigation publications.

b. Products shall automatically be supplied by either Agency to the other without charge, and quantities shall be exchanged as specified in the Appendices to this Annex. Quantities in excess of those specified shall be supplied on a reciprocal exchange basis subject to availability.

5. MODIFIED FACSIMILE REPRODUCTION.

The cooperating organizations agree to permit the modified facsimile reproduction of the nautical charts produced by the responsible Agencies which are exchanged through this Annex. In cases of modified facsimile reproduction, the following will apply:

a. Data shown on the chart to be reproduced may be modified or replaced to conform with the standards of the respective Agency; however, the reprint should incorporate no amendments of navigational significance, other than those previously promulgated in Notice to Mariners (if any). Reprints may also contain amendments from other sources, provided they are not essential to navigation.

b. For purposes of public sale, the price of each chart will be established at a value not less than the sale price of other charts of the same type in the selling Party's chart portfolio.

c. In each case of modified facsimile reproduction, full credit will be given to the respective producing Agency for the preparation and production of the source chart.

6. ADDRESSES FOR SHIPMENT.

Addresses for shipment of material to be exchanged are provided either in Appendices under "Addresses for Shipment," or in other implementing correspondence.

7. REVISIONS.

a. Transmittals of new indices/editions and/or notification of the cooperating organizations of discontinued/obsolete data shall automatically constitute revisions to this Annex without renegotiation.

b. Appendices for additional exchanges of technical data may be added to this Annex without renegotiation.

c. Changes to addresses of the responsible Agencies listed herein may be automatically revised through separate correspondence.

8. APPENDICES.

APPENDIX I: Supply of Materials from DMA to NHOO. Addresses for Materials Exchanges are as of the date of implementation of the Annex.

APPENDIX II: Supply of Materials from NHOO to DMA. Addresses for Materials Exchanges are as of the date of implementation of the Annex.

9. DATE OF ENTRY INTO FORCE AND SIGNATURE.


a. This Annex shall enter into force upon signature by the authorized representatives of AIT and TECRO and shall be reviewed annually.

b. This Annex shall remain in effect between AIT and TECRO until official notification in writing of one cooperating organization's intent to terminate the Annex is provided to the other in accordance with the provisions herein. In the event the cooperating organizations agree to terminate this Annex, AIT and TECRO shall immediately initiate consultations prior to the date of termination to ensure termination on the most economical and equitable terms.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed this Agreement. This Agreement is signed in duplicate in the English language.

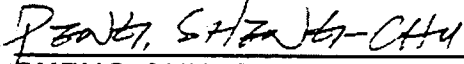
Done at Arlington, Virginia, USA, this 28TH day of NOVEMBER, 1995.

**FOR
THE AMERICAN INSTITUTE IN
TAIWAN**



GERHARD W. WEIS
Director
Political Military Affairs

**FOR
THE TAIPEI ECONOMIC AND
CULTURAL REPRESENTATIVE
OFFICE IN THE UNITED STATES**



SHENG-CHU D. PENG
Major General
Director
Services Coordination Division

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**APPENDIX I TO ANNEX B
TO THE
AGREEMENT BETWEEN THE AMERICAN INSTITUTE IN TAIWAN AND
THE TAIPEI ECONOMIC AND CULTURAL REPRESENTATIVE OFFICE IN
THE UNITED STATES
CONCERNING MAPPING, CHARTING, AND GEODESY COOPERATION
FOR EXCHANGE OF NAUTICAL CHARTS, NAVIGATION PUBLICATIONS
AND RELATED MATERIALS**

**SUPPLY OF MATERIALS
FROM
THE DEFENSE MAPPING AGENCY (DMA)
TO
THE NAVAL HYDROGRAPHIC AND OCEANOGRAPHIC OFFICE (NHOO)**

1. From DMA to NHOO:

a. DMA agrees to automatically furnish NHOO the following materials free of charge (new editions will be forwarded automatically):

(1) Charts: Two copies each of the following DMA produced nautical charts:

(a) Port/harbor charts of Taiwan at various scales.

(b) Coastal charts, between 110 degrees E - 125 degrees E Longitude and 4 degrees N - 41 degrees N Latitude, for the East China Sea, South China Sea, Philippine Sea, and Yellow Sea.

(c) Nautical Chart Symbols and Abbreviations, U.S.A.

(2) Publications: Two copies each of releasable hydrographic catalogs covering the charts furnished under paragraph 1. a. (1) (a) and the following DMA navigation publications that cover the coastline and waters of the Western and South Pacific Ocean and the Indian Ocean:

(a) Sailing Directions.

(b) Lists of Lights.

(c) Lists of Radio Navigational Aids.

(d) Notice to Mariners.

(e) Tide Tables (South & West Pacific Ocean, Indian Ocean).

(f) Gazetteer of Undersea Features.

- (g) Guide to Marine Observing and Reporting.
- (h) Catalog of Naval Oceanographic Office Publications.
- (i) Tidal Current Tables - Pacific Coast of N. America and Asia.

b. DMA agrees to furnish NHOO, upon request, the following materials on a quid pro quo basis:

(1) Charts: Copies in excess of the quantities specified in paragraph 1. a. (1) (a) as identified and as mutually agreed.

(2) Reproduction Material: One set of stable base reproduction material for all DMA produced charts furnished under paragraph 1. a. (1).

(3) Publications: Copies in excess of the quantities specified in paragraph 1. a. (2) as identified and as mutually agreed.

2. ADDRESSES FOR SHIPMENT:

a. Shipment of DMA material is addressed to:

Account No. (HM0505)

Director
Naval Hydrographic and Oceanographic Office
P.O. Box 90186, Tso-Ying
Kaohsiung
Taiwan

b. Information copies of transmittal receipts for material shipped are sent to:

(1) AIT Taipei
Technical Liaison Section
P.O. Box 1612
Washington, D.C. 20013-1612

(2) Defense Mapping Agency
Regional Officer East Asia
Unit 45005 Box 43
APO AP 96343-5000

**APPENDIX II TO ANNEX B
TO THE
AGREEMENT BETWEEN THE AMERICAN INSTITUTE IN TAIWAN AND
THE TAIPEI ECONOMIC AND CULTURAL REPRESENTATIVE OFFICE IN
THE UNITED STATES
CONCERNING MAPPING, CHARTING, AND GEODESY COOPERATION
FOR EXCHANGE OF NAUTICAL CHARTS, NAVIGATION PUBLICATIONS
AND RELATED MATERIALS**

**SUPPLY OF MATERIALS
FROM
THE NAVAL HYDROGRAPHIC AND OCEANOGRAPHIC OFFICE (NHOO)
TO
THE DEFENSE MAPPING AGENCY (DMA)**

1. From NHOO to DMA:

a. NHOO agrees to automatically furnish DMA the following materials free of charge (new editions will be forwarded automatically):

(1) Charts: Two copies each of all Taiwan produced new or revised nautical charts and harbor charts regardless of scale.

(2) Reproduction Material: One set of stable base reproduction material for all Taiwan produced charts furnished under paragraph 1. a. (1) upon request.

(3) Publications: Two copies each of the following Taiwan publications that cover the coastline and waters of Taiwan:

(a) Sailing Directions publications.

(b) Lists of Lights.

(c) Lists of Radio Navigational Aids.

(d) Oceanographic studies, technical reports, and bulletins.

(e) Taiwan Notice to Mariners.

b. NHOO agrees to furnish DMA, upon request, the following materials on a quid pro quo basis:

(1) Charts: Copies in excess of the quantities specified in paragraph 1. a. (1) as identified and as mutually agreed.

(2) Publications: Copies in excess of the quantities specified in paragraph 1. a. (3) as identified and as mutually agreed.

2. ADDRESSES FOR SHIPMENT:

a. Shipment of NHOO materials is addressed to:

(1) Nautical charts, reproduction materials, and oceanographic reports, studies and bulletins:

Defense Mapping Agency
ATTN: SMEC1, ST D-58
4600 Sangamore Road
Bethesda, Maryland 20816-5003
U.S.A.

(2) Sailing Directions, Lists of Lights, Lists of Radio Navigational Aids, and Notice to Mariners:

Defense Mapping Agency
ATTN: SMEA, ST D-44
4600 Sangamore Road
Bethesda, Maryland 20816-5003
U.S.A.

b. Information copies of transmittal receipts for materials shipped are sent to:

(1) AIT Taipei
Technical Liaison Section
7, Lane 134 Hsin Yi Road, Section 3
Taipei, Taiwan

(2) Defense Mapping Agency
Regional Officer East Asia
Building 101, Office S-204
Camp Zama, Zama-shi
Kanagawa-ken, 228
Japan

ANNEX C

TO THE
AGREEMENT
BETWEEN
THE AMERICAN INSTITUTE IN TAIWAN
AND
THE TAIPEI ECONOMIC AND CULTURAL REPRESENTATIVE
OFFICE IN THE UNITED STATES
CONCERNING
MAPPING, CHARTING, AND GEODESY COOPERATION
EXCHANGE OF AERONAUTICAL CHARTS,
FLIGHT INFORMATION PUBLICATIONS
AND RELATED MATERIALS

1. PURPOSE.

The purpose of this Annex is to define arrangements for the exchange of aeronautical charts, flight information publications and other materials of mutual interest between the American Institute in Taiwan and the Taipei Economic and Cultural Representative Office in the United States and to assist in the improvement of the charting capabilities of the respective cooperating organizations.

2. IMPLEMENTING AGENCIES.

a. For the American Institute in Taiwan (AIT): The Defense Mapping Agency (DMA), International Operations, shall be responsible for policy, programs, implementation and interpretation. Technical offices shall be identified through addresses herein or through separate correspondence. The DMA Office of Customer Services (OCS) has responsibility for distribution.

b. For the Taipei Economic and Cultural Representative Office in the United States (TECRO): The Air Force (AF) in Taiwan shall be responsible for policy, programs, implementation and interpretation. Other technical offices shall be identified through separate correspondence.

3. SECURITY CLASSIFICATION, COPYRIGHTS, RELEASE RESTRICTIONS

a. Each Party and Agency agrees to honor the copyright, trademark, use, and/or release restrictions on all maps, charts, and related MC&G products and materials provided by the other Party or Agency relevant to this Annex in accordance with specific guidance received at the time the maps, charts or related MC&G products and materials are transmitted to the other Agency.

b. The Agencies agree to grant a free (no cost), non-exclusive unlimited use license of their hard/soft copy data, information, and products transferred under this Annex to each other for use only by the Agencies and other governmental organizations. This license includes the right to copy, use and distribute, including the right to sell to the public, any data, information, or product either Agency produces using or derived from the other Agencies data, information or products provided under this Annex.

(1) The Agencies further agree that, as part of any public sale, the selling Agency may grant a limited use license which provides that further use of the Agencies data or information by private producers would require a licensing arrangement between the private producer and the other Agency.

(2) Agencies agree that no "surcharge" will be added to any public sale transaction.

4. MATERIALS TO BE EXCHANGED.

a. The products addressed by this Annex for exchange are aeronautical charts, flight information publications, reproduction materials, and related publications.

b. Products shall automatically be supplied by either Agency to the other without charge, and quantities shall be exchanged as specified in the Appendices to this Annex. Quantities in excess of those specified shall be supplied on a reciprocal exchange basis subject to availability.

5. ADDRESSES FOR SHIPMENT.

Addresses for shipment of material to be exchanged are provided either in Appendices under Shipping Instructions or in other implementing correspondence.

6. REVISIONS.

a. Transmittals of new indices/editions and/or notification of the cooperating organizations of discontinued/obsolete data shall automatically constitute revisions to this Annex without renegotiation.

b. Appendices for additional exchanges of technical data may be added to this Annex without renegotiation.

c. Changes to addresses of the responsible Agencies listed herein may be automatically revised through separate correspondence.

7. APPENDICES.

APPENDIX I: Supply of Materials from DMA to AF. Addresses for Materials Exchanges are as of the date of implementation of the Annex.

APPENDIX II: Supply of Materials from AF to DMA. Addresses for Materials Exchanges are as of the date of implementation of the Annex.

8. DATE OF ENTRY INTO FORCE AND SIGNATURE.

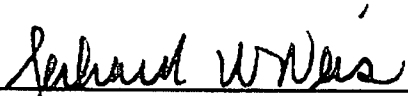
a. This Annex shall enter into force upon signature by the authorized representatives of AIT and TECRO and shall be reviewed annually.

b. This Annex shall remain in effect between AIT and TECRO until official notification in writing of one cooperating organization's intent to terminate the Annex is provided to the other in accordance with the provisions herein. In the event the cooperating organizations agree to terminate this Annex, AIT and TECRO shall immediately initiate consultations prior to the date of termination to ensure termination on the most economical and equitable terms.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed this Agreement. This Agreement is signed in duplicate in the English language.

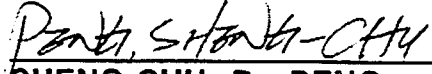
Done at Arlington, Virginia, USA, this 28th day of NOVEMBER, 1995.

FOR
THE AMERICAN INSTITUTE IN
TAIWAN



GERHARD W. WEIS
Director
Political Military Affairs

FOR
THE TAIPEI ECONOMIC AND
CULTURAL REPRESENTATIVE
OFFICE IN THE UNITED STATES



SHENG-CHU D. PENG
Major General
Director
Services Coordination Division

**APPENDIX I TO ANNEX C
TO THE
AGREEMENT BETWEEN THE AMERICAN INSTITUTE IN TAIWAN AND
THE TAIPEI ECONOMIC AND CULTURAL REPRESENTATIVE OFFICE IN
THE UNITED STATES
CONCERNING MAPPING, CHARTING, AND GEODESY COOPERATION
FOR EXCHANGE OF AERONAUTICAL CHARTS,
FLIGHT INFORMATION PUBLICATIONS AND RELATED MATERIALS**

**SUPPLY OF MATERIALS
FROM
THE DEFENSE MAPPING AGENCY (DMA)
TO
THE AIR FORCE (AF)**

1. From DMA to AF:

a. DMA agrees to automatically furnish AF the following materials free of charge (new editions will be replaced automatically):

(1) Charts: Four (4) copies each of the following charts:

(a) Tactical Pilotage Charts (TPCs) Series:

E-7, E-8, E-9,
F-6, F-7, F-8, F-9
G-7, G-8, G-9, G-10
H-9, H-10, H-11, H-12
J-10, J-11, J-12
K-9, K-10, K-11

(b) Operational Navigation Charts (ONCs) Series:

E-7, E-8, E-9,
F-6, F-7, F-8, F-9
G-7, G-8, G-9, G-10
H-9, H-10, H-11, H-12
J-10, J-11, J-12
K-9, K-10, K-11

(2) U.S. Department of Defense Flight Information Publications (FLIPs): Six (6) copies each of the following:

- (a) General Planning - PLANXGP.
- (b) Area Planning PAC/AUS/ANT, AP/3, AP/3A - PLANXAP3SET.
- (c) Enroute Charts 1-5 - ENREEAHLSET.
- (d) Area Planning EEA - PLAN AP4/4A.
- (e) Terminal IAPs, High & Low - TERMENREEAHL.
- (f) Enroute Charts 1-10 (T1/T2) - ENRPAACHTSETN.
- (g) Enroute Supplement - ENRPAASUP.
- (h) Terminal IAPs, High & Low - TERMPAAHLIAP.
- (i) DMA Aeronautical Chart Updating Manual (CHUM) (Semi-Annual) and Supplement (Monthly).

(3) Publications: Four (4) copies each of related technical publications and/or instructions as identified and as mutually agreed.

b. DMA agrees to furnish AF, upon request, the following materials on a quid pro quo basis:

(a) FLIPs: Copies in excess of the quantities specified in paragraph 1. a. (2) as identified and as mutually agreed.

(b) Publications: Copies in excess of the quantities specified in paragraph 1. a. (3) as identified and as mutually agreed.

(c) Releasable DMA Vertical Obstruction File (DVOF) information for the immediate Taiwan vicinity.

(d) Releasable Precise Global Positioning System (GPS) ephemerides in the immediate Taiwan vicinity.

(e) Geodetic point positioning data, to include satellite derived positional data for releasable areas in the immediate Taiwan vicinity.

(f) Releasable marine gravity data for selected geographic regions of interest in open ocean waters in the Western Pacific Ocean.

2. ADDRESSES FOR SHIPMENT:

- a. Shipment of DMA materials is addressed to:

Account No. (HM0647)
Director
Topographic Service
Combined Service Forces
Ministry of National Defense
P.O. Box 90496, Nan-Kang
Taipei, 11530
Taiwan

(for FLIPs distribution of 3 copies to AF and 3 copies to Civil Aeronautics Administration)

- b. Information copies of transmittal receipts for materials shipped are sent to:

- (1) AIT Taipei
Technical Liaison Section
P.O. Box 1612
Washington, D.C. 20013-1612
- (2) Defense Mapping Agency
Regional Officer East Asia
Unit 45005 Box 43
APO AP 96343-5000

**APPENDIX II TO ANNEX C
TO THE
AGREEMENT BETWEEN THE AMERICAN INSTITUTE IN TAIWAN AND
THE TAIPEI ECONOMIC AND CULTURAL REPRESENTATIVE OFFICE IN
THE UNITED STATES
CONCERNING MAPPING, CHARTING, AND GEODESY COOPERATION
FOR EXCHANGE OF AERONAUTICAL CHARTS,
FLIGHT INFORMATION PUBLICATIONS AND RELATED MATERIALS**

**SUPPLY OF MATERIALS
FROM
THE AIR FORCE (AF)
TO
THE DEFENSE MAPPING AGENCY (DMA)**

1. From AF to DMA:

a. AF agrees to automatically furnish DMA the following materials produced by AF and the Civil Aeronautics Administration free of charge (new editions will be replaced automatically):

(1) Charts: Four (4) copies each of all Taiwan produced new or revised aeronautical charts regardless of scale.

(2) Reproduction Materials: One set of stable base reproduction material for all Taiwan produced charts furnished under paragraph 1. (a) (1).

(3) Flight Information Publications (FLIPs): Four (4) copies each of all Taiwan produced FLIPs and amendments thereto.

(4) Flight Information Products: Four (4) copies each of the following Taiwan products:

(a) AIP and amendments thereto.

(b) Class I NOTAM Summaries.

(c) Class II NOTAM.

(d) Aeronautical Information Circulars (AICs).

(e) Air Traffic Control Procedures and Amendments.

(5) Publications: Four (4) copies each of Taiwan chart updating manuals and related technical publications and/or instructions as identified and mutually agreed.

(6) Vertical obstruction file information.

b. AF agrees to furnish DMA, upon request, the following materials produced by AF and the Civil Aeronautics Administration on a quid pro quo basis:

(1) Charts: Copies in excess of the quantities specified in paragraph 1. a. (1).

(2) FLIPs and flight information products: Copies in excess of the quantities specified in paragraphs 1. a. (3) and 1. a. (4).

(3) Publications: Copies in excess of the quantities specified in paragraph 1. a. (5).

(4) Geodetic point positioning data, to include satellite derived positional data that cover the territory of Taiwan.

(5) Land and marine gravity data that cover the territory of Taiwan.

2. ADDRESSES FOR SHIPMENT:

a. Shipment of Taiwan materials is addressed to:

(1) (3 copies) Defense Mapping Agency
ATTN: Air Info Library
3200 South Second Street
St. Louis, Missouri 63118-3399
U.S.A.

(2) (1 copy) Defense Mapping Agency
Aeronautical Officer Asia/Pacific
900 Hangar Avenue
Hickam AFB, Hawaii 96853-5246
U.S.A.

b. Information copies of transmittal receipts for materials shipped are sent to:

(1) AIT Taipei
Technical Liaison Section
7, Lane 134 Hsin Yi Road, Section 3
Taipei, Taiwan

(2) Defense Mapping Agency
Regional Office East Asia
Building 101, Office S-204
Camp Zama, Zama-shi
Kanagawa-ken, 228
Japan

ANNEX D

TO THE
AGREEMENT
BETWEEN
THE AMERICAN INSTITUTE IN TAIWAN
AND
THE TAIPEI ECONOMIC AND CULTURAL REPRESENTATIVE
OFFICE IN THE UNITED STATES
CONCERNING
MAPPING, CHARTING, AND GEODESY
EXCHANGE OF DIGITAL DATA
AND
RELATED MATERIALS

1. PURPOSE.

The purpose of this Annex is to define arrangements for the exchange of digital data and other materials of mutual interest between the American Institute in Taiwan and the Taipei Economic and Cultural Representative Office in the United States. This Annex is also intended to ensure compatibility and interoperability of digital MC&G data produced by the Agencies to this Agreement.

2. IMPLEMENTING AGENCIES.

a. For the American Institute in Taiwan (AIT): The Defense Mapping Agency (DMA), International Operations, shall be responsible for policy, programs, implementation and interpretation. Technical offices of responsibility shall be identified through addresses herein or through separate correspondence.

b. For the Taipei Economic and Cultural Representative Office in the United States (TECRO): The Topographic Service (TS) in Taiwan shall be responsible for policy, programs, implementation and interpretation. Other technical offices shall be identified through separate correspondence.

3. SECURITY CLASSIFICATION, COPYRIGHTS, RELEASE RESTRICTIONS

a. Each Party and Agency agrees to honor the copyright, trademark, use, and/or release restrictions on all maps, charts, and related MC&G products and materials provided by the other Party or Agency relevant to this Annex in accordance with specific guidance received at the time the maps, charts or related MC&G products and materials are transmitted to the other Agency.

b. The Agencies agree to grant a free (no cost), non-exclusive unlimited use license of their hard/soft copy data, information, and products transferred under this Annex to each other for use only by the Agencies and other governmental organizations. This license includes the right to copy, use and distribute, including the right to sell to the public, any data, information, or product either Agency produces using or derived from the other Agencies data, information or products provided under this Annex.

(1) The Agencies further agree that, as part of any public sale, the selling Agency may grant a limited use license which provides that further use of the Agencies data or information by private producers would require a licensing arrangement between the private producer and the other Agency.

(2) Agencies agree that no "surcharge" will be added to any public sale transaction.

4. MATERIALS TO BE EXCHANGED.

a. **Copies of Digital Data and Hard copy Products.** Copies of digital and/or resultant hard copy data produced in conjunction with this Annex shall automatically be supplied by either Agency to the other without charge, and quantities shall be exchanged as specified in Appendices to this Annex. Quantities in excess of those specified shall be supplied on a reciprocal exchange basis subject to availability. Exchange inequities will be settled on a case-by-case basis and not carried forward year to year. Settlement of mutually agreed to inequities may be in equivalent products or services or as otherwise agreed.

b. **Specifications and Technical Publications.** Copies of specifications and technical publications as required, or as listed in the Appendices shall automatically be supplied by either Agency to the other without charge. Additional copies of specifications and technical publications listed in the Appendices and any other specifications and publications requested in accordance with the Appendices shall be supplied on a reciprocal exchange basis subject to availability.

c. **Applications Software.**

(1) DMA shall supply one copy, free of charge, of all releasable MC&G applications software, and any changes thereto, related to digital data or other product coproduction.

(2) TECRO agrees, as a condition of use of DMA supplied MC&G applications software, not to reverse engineer, nor attempt in any way or manner to duplicate such software without prior written authorization from DMA.

(3) Source code of any DMA supplied MC&G applications software will not be provided.

(4) TECRO agrees to coordinate with DMA for proposed changes to any DMA supplied MC&G applications software.

d. **Technical Assistance, Training, and Production Support.**

All technical assistance, training and or production support provided by one Agency to the other shall be provided as mutually agreed upon in support of, and/or as specified in, the Appendices. DMA provided technical assistance, training, and/or support shall be provided with the understanding that resultant digital data and/or products shall be provided to DMA.

5. **EXCHANGE OF DIGITAL DATA AND RELATED MC&G PRODUCTS.**

a. AIT and TECRO agree to the exchange of specific products in specific geographic areas as detailed in the Appendices to this Annex and produced in accordance with DMA approved product specifications and formats.

b. The digital data produced by each Agency remains proprietary data of the producing Agency with duplicate copies of that data being furnished to the other participating Agency by the producer. Appendices to this Annex and related implementing correspondence articulate the AIT and TECRO exchange responsibilities related to training, technical assistance, specifications, instrumentation, source materials, reporting, data storage and duplication, database administration, and exchange of data.

c. Additional exchange of technical data may be added as separate Appendices to this Annex.

6. DELIVERY OF MATERIALS.

a. Materials to be exchanged under this Annex shall be sent free of freight and customs charges. Each shipment of exchange materials shall contain a transmittal voucher.

b. Addresses for shipment of material to be exchanged are provided either in Appendices under "Addresses for Shipment" or in other implementing correspondence.

7. REVISIONS.

a. Transmittals of new indices/editions and/or notification of either Agency of discontinued/obsolete data shall automatically constitute revisions to this Annex without renegotiation.

b. Appendices for additional exchanges and/or coproduction of technical data may be added to this Annex without renegotiation.

8. RETURN OF MATERIALS.

In the event of termination of the Agreement or Annex, any and all digital data and related materials which are on loan to either Agency under the terms of this Annex shall be returned to the originating Agency.

9. APPENDICES.

APPENDIX I: Exchange of Digital Terrain Elevation Data (DTED). Supply of Materials from DMA to TECRO. Addresses for Materials Exchanges are as of the date of implementation of the Annex.

APPENDIX II: Exchange of Digital Terrain Elevation Data (DTED). Supply of Materials from TECRO to DMA. Addresses for Materials Exchanges are as of the date of implementation of the Annex.

10. DATE OF ENTRY INTO FORCE AND SIGNATURE.

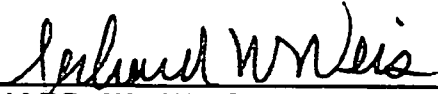
a. This Annex shall enter into force upon signature by the authorized representatives of AIT and TECRO and shall be reviewed annually.

b. This Annex shall remain in effect between AIT and TECRO until official notification in writing of one cooperating organization's intent to terminate the Annex is provided to the other in accordance with the provisions herein. In the event the cooperating organizations agree to terminate this Annex, AIT and TECRO shall immediately initiate consultations prior to the date of termination to ensure termination on the most economical and equitable terms.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed this Agreement. This Agreement is signed in duplicate in the English language.

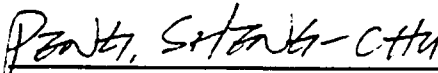
Done at Arlington, Virginia, USA, this 28TH day of NOVEMBER, 1995.

**FOR
THE AMERICAN INSTITUTE IN
TAIWAN**



GERHARD W. WEIS
Director
Political Military Affairs

**FOR
THE TAIPEI ECONOMIC AND
CULTURAL REPRESENTATIVE
OFFICE IN THE UNITED STATES**



SHENG-CHU D. PENG
Major General
Director
Services Coordination Division

**APPENDIX I TO ANNEX D
TO THE
AGREEMENT BETWEEN THE AMERICAN INSTITUTE IN TAIWAN AND
THE TAIPEI ECONOMIC AND CULTURAL REPRESENTATIVE OFFICE IN
THE UNITED STATES
CONCERNING MAPPING, CHARTING, AND GEODESY COOPERATION
FOR EXCHANGE OF DIGITAL DATA AND
RELATED MATERIALS**

**EXCHANGE OF
DIGITAL TERRAIN ELEVATION DATA (DTED)**

**SUPPLY OF MATERIALS
FROM
THE DEFENSE MAPPING AGENCY (DMA)
TO
THE TOPOGRAPHIC SERVICE (TS)**

1. **From DMA to TS:** DMA agrees to automatically provide, free of charge to TS, the material listed below:

- a. One copy each of DMA produced latest edition DTED Level I one-degree cells over Taiwan.
- b. Four copies each of DMA Technical publications and/or instructions and specifications (including revisions/changes) related to DTED and related materials.
- c. One copy each of relevant releasable applications software and the format and media requirements for the production/finalization of one-degree cells.

2. **ADDRESSES FOR SHIPMENT:**

- a. Shipment of DMA materials is addressed to Account No. (HM0647)

Director
Topographic Service
Combined Service Forces
Ministry of Nation Defense
P.O. Box 90496, Nan-Kang
Taipei, 11530
Taiwan

b. Information copies of transmittal receipts for materials shipped are sent to:

- (1) AIT Taipei
Technical Liaison Section
P.O. Box 1612
Washington, D.C. 20013-1612
- (2) Defense Mapping Agency
Regional Officer East Asia
Unit 45005 Box 43
APO AP 96343-5000

APPENDIX II TO ANNEX D
TO THE
AGREEMENT BETWEEN THE AMERICAN INSTITUTE IN TAIWAN AND
THE TAIPEI ECONOMIC AND CULTURAL REPRESENTATIVE OFFICE IN
THE UNITED STATES
CONCERNING MAPPING, CHARTING, AND GEODESY COOPERATION
FOR EXCHANGE OF DIGITAL DATA AND
RELATED MATERIALS

EXCHANGE OF
DIGITAL TERRAIN ELEVATION DATA (DTED)

SUPPLY OF MATERIALS
FROM
THE TOPOGRAPHIC SERVICE (TS)
TO
THE DEFENSE MAPPING AGENCY (DMA)

1. From TS to DMA: TS agrees to:

- a. Use the latest DMA DTED specifications for all Taiwan recom compilations of DTED cells provided by DMA.
- b. Use the latest DMA DTED specifications for all Taiwan production of new DTED cells over Taiwan.
- c. Automatically provide, free of charge to DMA, one copy each of the latest edition of DTED cells produced by Taiwan.
- d. Automatically provide, free of charge to DMA, four copies each of Taiwan technical publications and/or instructions and specifications (including revisions/changes) related to digital data and related materials.

2. ADDRESSES FOR SHIPMENT:

- a. Shipment of TS materials is addressed to:

Defense Mapping Agency
ATTN: OCSD, ST L-70
3200 South Second Street
St. Louis, Missouri 63118-3393
U.S.A.

b. Information copies of transmittal receipts for materials shipped are sent to:

- (1) AIT Taipei
Technical Liaison Section
7, Lane 134 Hsin Yi Road, Section 3
Taipei, Taiwan
- (2) Defense Mapping Agency
Regional Officer East Asia
Building 101, Office S-204
Camp Zama, Zama-shi
Kanagawa-ken, 228
Japan