

AGREEMENT ON EXCHANGE OF AND RIGHTS TO GNSS REAL TIME DATA AND DATA FOR POST PROCESSING

1. Parties

This Agreement is between the National Mapping Authorities of Sweden, Denmark, Finland and Norway, hereinafter called the Parties.

They are Lantmäteriet in Sweden (hereinafter called LMV), Kort og Matrikelstyrelsen in Denmark (hereinafter called KMS), Geodeettinen Laitos in Finland (hereinafter called GL) and Statens kartverk in Norway (hereinafter called SK).

2. Background and scope

The Parties have established and are operating national geodetic infrastructures of permanent reference stations.

This Agreement covers the exchange of data from the national networks of permanent reference stations, and rights to exploit and market these data and derived products.

The purpose of the data exchange is to:

- make data easily available to all users within the Nordic area
- enable the Parties to optimise the data collections from suitable block or blocks of stations across national borders.
- improve the quality of the products generated from the permanent stations in the Nordic area (both accuracy and integrity)

It is also the intention of the Parties to co-operate on developing new services such as

- a processing service based on post processing data from the Nordic permanent stations
- distribution of data from the Nordic permanent reference stations via Internet.
- real time positioning services

1. Objectives

LMV, KMS and SK will establish an infrastructure based on leased lines to distribute real time data and post processing data between them.

LMV, KMS, GL and SK will also establish an infrastructure based on internet to distribute post processing data.

The data will be exchanged in specific formats (appendix 1. – 5 documents) and from permanent stations of interest to another Party.

2. Responsibilities

Each Party is responsible for the quality and availability of the data according to national standards from their own permanent stations being available for the other Parties. The Parties shall, as soon as a failure is detected make this information available for the other Parties. If a Party has to make changes to the operational routines requiring modifications to be made to the data exchange program, notification and information about the changes should be made in reasonable time, enabling modifications to be made before the changes are implemented. The Party will also be responsible to make the necessary "modifications" to enable the data to be fitted to the exchange format.

3. Liability

The Parties are not liable for any claims, losses or damages raising from the use of the data.

4. Usage and marketing rights

Each Party has the right to use and market the data exchanged according to this Agreement in its own country.

Each Party has the right to develop new services based on data from Nordic permanent stations. These services are only to be sold to users in that Party's own country, unless otherwise agreed.

New exploitations of data involving data from another Party shall be announced at least six months in advance.

5. Financial aspects

Each Party shall cover their own expenses from participating in the activities described in this Agreement, unless otherwise agreed.

Each Party shall keep any revenues they will make from selling data and services.

The costs for the leased lines for distribution of real time data and post processing data between the control centres at LMV, KMS and SK, will be shared equally between LMV, KMS and SK.

6. Confidentiality

This Agreement and any information pertaining to it is confidential and shall not be passed to any third Party without the expressed permission of all Parties or as may be required by any applicable rule of law.

7. Force majeure

Neither Party will be responsible for any delay or failure in carrying out obligations under this Agreement if the delay or failure is caused by circumstances beyond the reasonable control of the affected Party. In such circumstances each of the Parties will notify the other of any such likelihood as soon as possible. All Parties will allow each other a reasonable extension of time to carry out their duties in these circumstances.

8. Assignment

The Parties shall not assign this Agreement, or any part thereof, without the consent of the other Parties first being obtained in writing. This includes acquisitions, mergers, split-ups and similar situations.

9. Interpretation and dispute

Only the English language version of this Agreement shall be considered enforceable. This Agreement may be amended at any time, in writing, by mutual consent of the Parties.

Before resorting to any external dispute resolution mechanism, the Parties shall attempt to settle by negotiation any dispute in relation to this Agreement. Notwithstanding the existence of a dispute, each Party shall continue to perform its obligations under this Agreement.

10. Duration and termination

This Agreement shall be effective from the date of signature until it is terminated by one of the Parties. Termination cannot be given until one year after the Agreement is effective.

Notice of termination must be given in writing and will take force 6 months after notice was given.

Date

Date.....

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Lantmäteriet

Kort og Matrikelstyrelsen

Date.....

Date.....

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Geodeettinen Laitos

Statens kartverk