



NORWEGIAN
HYDROGRAPHIC SERVICE

Bilateral Agreement

Between

Hydrographic Office of the Polish Navy (HOPN)

And

Norwegian Mapping Authority, Hydrographic Service (NHS)

NORWAY

On

Operation of a Regional Electronic Navigational Chart Co-ordinating Centre (RENC)

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1 Scope

This Agreement covers the co-operation between Hydrographic Office of the Polish Navy (Hereinafter referred to as HOPN) and the Norwegian Mapping Authority, Hydrographic Service, hereinafter called NHS, on the operation of a RENC according to the International Hydrographic Organisation's principles for a World Wide Electronic Navigational Chart Data Base (WEND).

2 Definitions

Electronic Navigational Chart (ENC)	A database, standardised as to content, structure and format, issued for use with ECDIS on the authority of government authorised Hydrographic Offices (HOs). It contains all chart information necessary for safe navigation and may contain supplementary information in addition to that contained in the paper chart (e.g. sailing directions), which may be considered necessary for safe navigation.
ENC Service	The service comprising the supply of ENCs and ENC updates, issued officially on the authority of the government authorised Hydrographic Offices (HOs), designed to satisfy the requirements of international shipping in compliance with the relevant IMO resolutions and IHO standards.
World-wide Electronic Navigational Chart Data Base (WEND)	A common, world-wide network of ENCs, based on IHO standards, designed specifically to meet the needs of international maritime traffic using ECDIS which conform to the IMO Performance Standards for ECDIS.
Regional Electronic Navigational Chart Co-ordinating Centre (RENC)	In the World-wide Electronic Navigational Chart Data Base (WEND) the regional node being responsible for official ENCs and official ENC updates compiled from national ENC data.
Participants	The Hydrographic Offices involved in the RENC operated by NHS.
Hydrographic Office of the Polish Navy (HOPN)	The Hydrographic Office that is party to this Agreement along with NHS.
Force Majeure	This includes, but is not limited to strikes, lockouts, riots, sabotage, acts of war or piracy, destruction of essential equipment by fire, explosion, storm, flood or earthquake, and delay caused by failure of power supplies or transport facilities.

3 General provisions

3.1 Implementation

This Agreement shall come into effect from the date of the last signature and shall continue in operation until superseded by a revised version or terminated according to 3.4 below.

Fulfilling the provisions of this Agreement is subject to national laws and regulations.

3.2 Methods of Exchange

ENC, ENC Updates and information exchanged as a result of this Agreement shall receive the security protection and handling conditions required by the providing Parties.

3.3 Force Majeure

Neither party shall be responsible for any delay or failure in carrying out obligations under this agreement if the delay or failure is caused by force majeure. In such circumstances each party shall notify the other of any such likelihood as soon as possible. Both parties shall allow each other a reasonable extension of time to carry out their duties in these circumstances.

3.4 Review and Termination

This Agreement may be revised at any time by the written, mutual consent of both Parties.

This Agreement may be terminated by either Participant giving twelve months notice in writing of its intention to do so. In order to protect a Third Party's use of the Participants' Products, notice of termination shall automatically result in renegotiations to seek to resolve outstanding differences

between Participants. Both Participants can demand and expect to have negotiations commenced within two months of receiving such written notice.

3.5 Disputes

Any dispute regarding the interpretation or application of this Agreement shall be resolved by consultation between the Parties. In the event of the dispute being unresolved to the satisfaction of both Parties, both Parties shall refer the dispute to the President of the International Hydrographic Organisation (IHO). The President shall nominate the appropriate Director of the said Organisation to act as a mediator in order to assist the Parties to resolve the dispute.

3.6 Confidentiality of the Agreement

The Agreement is not confidential. The Parties may by mutual consent decide to make parts of it or certain information pertaining to it confidential.

4 Principles for operation and governance of the RENC

4.1 RENC Operation

NHS shall operate the RENC by integrating ENC's from a number of Participating Hydrographic Offices (Participants) including the HOPN into a single, integrated ENC database.

NHS shall from the ENC database provide 24 hours a day unlimited Upload, Release and Download ENC service. NHS shall enable the HOPN to control and manage its own data. The ENC Service shall be provided to distributors appointed by NHS under published criteria. The distributors shall supply the end-users.

The HOPN may, under national licenses, provide the ENC service to Derived Product Producers (DPPs), SENC providers and defence forces. The HOPN shall ensure that a DPP is not allowed to pass off their service as a RENC or ENC service.

4.2 RENC Governance

The Parties shall co-operate in establishing and maintaining procedures for the ENC service that comply with the standards of the International Hydrographic Organisation (IHO) and the International Maritime Organisation (IMO). NHS shall consult the Participants in order to determine the strategy for the future operation of the RENC. NHS shall initiate Technical User forums as necessary to optimize the RENC operation. The individual elements of the RENC operation shall be clearly identifiable in NHS organisation and accounts.

The RENC is provided with strategic guidance and advice by the PRIMAR Advisory Committee, as laid down in the PAC statutes.

5 The ENC Service

ENC service shall be operated in a secure manner, including digital signature of the data. An encryption scheme may be applied to protect the data and NHS shall work with IHO/IHB to standardize the security measures.

NHS shall maintain a disaster recovery program with replication of all data to a remote site. The aim of the disaster recovery is to have core services available within 2 days.

The HOPN is invited to support PRIMAR and distributors in marketing and promotion activities, including participation in the RENC marketing group.

NHS shall provide an ENC chart catalogue (PRIMAR Chart Catalogue).

NHS shall operate a financial system for the invoice of distributors, auditing their sales reports, receive and distribute payments, a copy of which shall be submitted to HOPN on a monthly basis.

6 Procedures

The Parties shall promptly inform each other of any developments, claims or other important issues concerning this Agreement and the execution of it.

The Parties shall render such reasonable assistance to each other as is necessary in order to settle disputes with Third Parties, arising out of this Agreement or the execution of it.

The HOPN shall keep the RENC regularly informed of ENC production schedules in agreed format. The agreed format will be developed by NHS.

The HOPN shall verify, validate and release its own ENC data and updates. The RENC shall operate an on-line quality assurance system.

The HOPN ENC data shall comply with relevant IHO standards i.e. IHO S52 and S57, latest editions, unless otherwise decided jointly.

7 Financial Arrangements

The RENC is operated as a non-profit organisation.

The HOPN will receive 50 % royalty from sales of national ENCs.

The principle behind the royalty model is that the revenue shall cover costs of operation of RENC, including necessary investments in organization and infrastructure. This model will be valid through 2013.

The HOPN shall cover own costs arising from participating in the co-operation under this Agreement, unless otherwise agreed.

The HOPN shall be able to set the price at which its ENCs shall be sold to distributors, subject to a minimum price for each paper chart equivalent, to be jointly decided by the Participants.

Twice a year, NHS shall pay to the HOPN royalties due. For first half year 1 January to 31 June, royalty transferred by 31 July. For second half year 1 July to 31 December, royalty transferred by 31 January the following year.

The HOPN will via technological infrastructure have on-line access to national sales figures.

8 Intellectual property rights

No intellectual property rights are transferred unless otherwise is agreed in writing.


NHS shall recognise and respect the intellectual property rights in the ENCs, updates and associated information supplied by the HOPN to the RENC, and use all reasonable endeavours to protect these rights in its dealings with any Third Party.

Each ENC shall contain an acknowledgement statement indicating the sources of the data and stating that it is protected by copyright and that it may not be reproduced without the prior written consent of the copyright holders.

9 Liability and Claims from Third Parties

The HOPN shall assume liability for the content of the ENCs and ENC updates provided by it according to this Agreement.

NHS shall assume liability for faults in the ENCs and ENC updates caused by processes incurred in operating the RENC.

Signed by 

Date 3/1-2014

Name in block capitals EVERT FLIER

For the Norwegian Hydrographic Service (NHS)

NORWEGIAN HYDROGRAPHIC
SERVICE
NORWEGIAN MAPPING AUTHORITY

Signed by 

Date 21/11/2013

Name in block capitals HENRYK NITNER

For the Hydrographic Office of the Polish Navy (HOPN)



Schedule I Description of ENC Service from PRIMAR

PRIMAR – ENC Service

The Norwegian Hydrographic Service (NHS) is the operator of the PRIMAR ENC service. This incorporates the Regional ENC Coordinating Centre (RENC) based on bilateral agreements with several nations as well as direct license and distributor agreements with other hydrographic offices and distributors.

1. Distributor sales

All sales are done via an international network of distributors. Distributors are required to supply ENC's as supplied by NHS secured in IHO S-63 format. Distributor can in addition, if accepted by respective country, supply ENC's in SENC format. SENC Distributor must then be approved by meeting the requirements in the NHS SENC Distributor Specification, and be approved in accordance with this by a notified body, e.g. DNV or BSH.

2. Navy Supplier Service

NHS offers all Participants a Navy Supplier service, for effective delivery of ENC's to national navy.

It is a national discretion to appoint a supplier for ENC delivery to its own navy. This arrangement is dealt with in a separate Navy Supplier Agreement between NHS and the appointed Navy Supplier.

3. Pilots/VTS/other governmental users

NHS offers all Participants a service for Pilots, VTS and other governmental users. This service may be delivered via authorized distributors or through a national agreement with NHS.

It is a national discretion to decide the policy and mechanism for delivery of ENC's to pilots, VTS or other governmental users.

4. Virtual PRIMAR Network (VPN)

The VPN is a web tool for secure administration of national ENC's. This includes upload, download and release of ENC's. Integrated in this process is light quality check of data using the Validation Report Checker (VRC) and the S57 Advisor.

Cooperating HOs can in addition monitor their sales via the VPN. Full information on sales development and vessels in service are available on-line.

5. PRIMAR Chart Catalogue

The PRIMAR Chart Catalogue is an ordering and vessel chart management tool launched by PRIMAR. The catalogue is used by distributors to manage sales and distribution of ENC services to the commercial market. It provides a graphical interface to the ENC coverage available from PRIMAR. Registered distributors can also access on-line ordering of ENC permit files, allowing them to manage their own customers directly via the PRIMAR server. A distributor can add and edit information about its customers directly through PRIMAR Chart Catalogue, and dynamically enter new customers for PRIMAR services without needing to interact with staff in Stavanger, Norway. The PRIMAR Chart Catalogue is under constant development and will continue to provide safe and efficient ENC information as well as permit-keys. The PRIMAR Chart Catalogue is available 24-7 for appointed Distributors.

6. PRIMAR Online

PRIMAR Online is an extended functionality in PRIMAR Chart Catalogue, enabling vessels to download updates and new edition within their portfolio directly to vessel. Right to do so can only be ordered via an authorized PRIMAR distributor. Only encrypted data are transferred. The PRIMAR Online service is free of charge.

7. CD- Service

NHS provides all distributors with necessary base CDs and weekly updates CDs direct or via web-site download. Distributors are free to download the CD content from the PRIMAR web site, burn and distribute this CD based on profile requirement set by NHS. The ENC's with its format and content cannot be changed in this process. The Licensor will continuously be informed of any change in the PRIMAR CD service.

8. Information and Promotion

The Participants are invited to support PRIMAR and distributors in marketing and promotion activities, including participation in the RENC marketing group, information working groups, exhibitions and seminars. To maximize the use of ENC's for increased safety of navigation, the ENC service shall be visible in the global maritime community via information and promotion to distributors and users.