

# BILATERAL ARRANGEMENT

BETWEEN



**LITHUANIAN TRANSPORT SAFETY  
ADMINISTRATION**

AND



**SWEDISH MARITIME ADMINISTRATION**

## **1. PURPOSE AND SCOPE OF THE ARRANGEMENT**

1.1 The purpose of this Bilateral Arrangement (hereafter known as the “Arrangement”) is to encourage cooperation between the Lithuanian Transport Safety Administration (hereafter called LTSA) and the Swedish Maritime Administration (hereafter called SMA) (hereafter called Participants) as represented by the signatories. It formalises the exchange of products, data, materials, information and services, and the sharing of expertise, in the field of hydrography and related. It seeks to enhance international maritime safety and the protection of the environment and to avoid duplication of effort between the Participants. This Arrangement, including the attached Annex 1 represents the entire understanding between the Participants concerning the matters which are the subject of the Arrangement.

This Arrangement shall not affect the rights and obligations of the Participants arising from international agreements concluded by the Participants or their States and other international obligations entered into by the Participants or their States under international law. The Participants enter into the Arrangement without prejudice to the applicable laws of either Participant.

1.2 If a Third Party applies to one of the Participants for permission to reproduce any products containing the other Participant’s data or products then the first Participant will have to refer the applicant to the data owner.

## **2. GENERAL PROVISIONS**

### **2.1 Implementation**

2.1.1 This Arrangement will be effective from the date it was signed by Participants and will continue in operation until 31 December, 2026 or until terminated according to the principles in paragraph 2.2.2 below. Both Participants’ responsibilities under this Arrangement will be suspended in the event of Force Majeure. If the Arrangement is so suspended the Participant giving notice of suspension will inform the other Participant immediately when the resumption of this Arrangement becomes possible.

2.1.2. The Arrangement is signed only in English in two copies, one for each Participant.

### **2.2 Review and termination**

2.2.1 This Arrangement may be revised, the Annex 1 amended, or new Annexes added, at any time by the written, mutual consent of both Participants. Each revised Annex will carry the date of implementation of the change together with the version number in the bottom left hand corner.

2.2.2 Notice of termination of this Arrangement must be given in writing and will take effect 3 months after reception of termination notice.

### **2.3 Disputes**

2.3.1 Any dispute regarding the interpretation or application of this Arrangement will be resolved by consultation between the Participants. During the period of settling the dispute or disagreement, both Participants shall continue to abide by and perform this Arrangement.

### **2.4 Confidentiality**

2.4.1 Any information provided by one Participant to the other will be treated as confidential if clearly marked as confidential.

2.4.2 Exceptions to these confidentiality provisions may be made when required by the laws

pertaining to the Participants. The Participants will, if possible, consult each other before releasing any information in these circumstances.

## **2.5 Copyright**

- 2.5.1 Participants will recognize and respect the copyright in each other's data, products, materials and services.
- 2.5.2 Due acknowledgment of the original source of data used in each product will be given as specified in Annex 1.
- 2.5.3 Use of data, products, materials and services will be restricted to that covered by this Arrangement.
- 2.5.4 All reasonable protection will be given to data, products, materials and information provided by the Participants to prevent copying or use of the data by Third Parties, except as approved by the Participant holding copyright.
- 2.5.5 In case of violation of the supplying Participant's copyright by the Third Party the receiving Participant will inform the supplying Participant about the violation immediately.
- 2.5.6 If Third Party claims that one Participant's use of data, products, materials or services supplied by the other Participant violates the Third Party's copyright, the supplying Participant will be immediately notified.

## **2.6 Contracting**

- 2.6.1 Participant may contract out work to Contractor(s) for the purpose of exercising the Participants rights as granted by this Arrangement. The terms of any such contract shall impose upon the Contractor the obligations below:
- 2.6.2 All Contractors shall be subject to the same obligations to which the Participant is subject under this Arrangement;
- 2.6.3 No Contractor shall use the Participant's products for any purpose other than that for which the Participant(s) herein are issued.

## **2.7 Liability**

- 2.7.1 Liability, in the case of a claim by a Third Party, rests primarily with the supplier of the product used by the Third Party.
- 2.7.2 However, the Participants to this Arrangement jointly determine that:
  - 2.7.2.1 Liability for data, products, materials and services supplied by one Participant to the other rests with the supplying Participant provided that no material modifications to the data, or data contained in a product, have been made by the receiving Participant; but
  - 2.7.2.2 Liability for any material modifications made to the data, or data contained in a product, rests with the receiving Participant for any material modifications made by it.

**2.8 Exchange of information and services**

2.8.1 Both Participants will exchange information as the opportunity arises, on technological developments in the fields related to their work, including hydrography, cartography, and information technology.

**3. POINTS OF CONTACT**

3.1 Mindaugas Zakarauskas (e-mail Mindaugas.zakarauskas@ltsa.lt), Advisor of Hydrography Division of Waterborne transport department, will be the custodian of this Arrangement and will deal with bilateral matters on behalf of LTSA.

3.2 Annika Axne (e-mail annika.axne@sjofartsverket.se), Sales Manager, will be the custodian of this Arrangement and will deal with bilateral matters on behalf of SMA.

**Signed on behalf of the Lithuanian  
Transport Safety Administration**  
Švitrigailos g. 42, LT-03209 Vilnius  
Reg. code 188647255  
Phone +370 5 278 56 01  
E-mail ltsa@ltsa.lt

**Signed on behalf of the  
Swedish Maritime Administration**  
SE 60178 Norrköping  
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E-mail sjofartsverket@sjofartsverket.se

Mr. Genius Lukošius  
Administration Director

Mr. Magnus Wallhagen  
National Hydrographer of Sweden

Date .....

Date .....

## **Annex 1 - Exchange of products and publication in European Marine Observation and Data Network (hereinafter - EMODnet)**

### **1. Products to be exchanged**

LTSA will provide a delivery of bathymetric model data of 100 m grid size in raster format (tiff), in UTM34 (WGS-84) projection, in Baltic Height System 1977 (BHS77) vertical datum to SMA after the Arrangement enters into force according to paragraph 2.1.1. The delivery will be free of charge for SMA.

### **2. Supply of material**

Apart from details regarding the dataset, the metadata will also specify:

#### *Who*

Originator: Lithuanian Transport Safety Administration

Data Holding Center: Lithuanian Transport Safety Administration

Collating Centre = Metadata Author: Swedish Maritime Administration

#### *Access*

Distributor: Lithuanian Transport Safety Administration.

Access constraints – License: for EMODnet Digital Terrain Model (DTM) scope and purpose only.

Use constraints – Copyright: for EMODnet Digital Terrain Model (DTM) scope and purpose only.

Other legal constraints – (For example: Do not use for navigation): Do not use for navigation.

### **3. Restrictions and modifications**

The bathymetry data will only be used for EMODnet Digital Terrain Model (DTM). It will be modified by SMA to conform with the EMODnet requirements regarding file format, resolution, vertical datum and horizontal datum.

### **4. Permissions**

LTSA grants SMA permission to use the delivered bathymetry data for EMODnet Digital Terrain Model (DTM).

### **5. Procedures**

SMA will process the bathymetric data to conform with the EMODnet requirements regarding file format, resolution, vertical datum and horizontal datum.

In detail, the file format will be changed to NetCDF4. The resolution will be sampled to 1/32 arc-minute. The vertical datum will be processed to BSCD2000. The horizontal datum will be processed to WGS84 Lat/Long. Interpolation will be used where there are holes or no data. The grid cells that are interpolated will be flagged with an Interpolation Flag. A link to the metadata entries will be connected to the dataset. For the data processing the software 'Globe' will be used. For the metadata compilation, the 'Sextant Catalogue Service' will be used.

As regional coordinator for the Baltic Sea, the task is then to aggregate all the provided data from the region into one single DTM. The regional DTM will be delivered to the central integrator, who will complete the final EMODnet Bathymetry product and arrange the publishing to the EMODnet Portal. The data will be available for viewing and downloading from the Portal in the EMODnet format.

