

A.S.I.G.

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COOPERATION AGREEMENT

0 8 ОСТ 2024 20 год

In the field of Geospatial data infrastructure, related to data exchange from the permanent GNSS (Global Navigation Satellite System) stations networks

Between:

The Agency for Real Estate Cadastre of the Republic of North Macedonia and the State Authority of Geospatial Information of the Republic of Albania.

The Agency for Real Estate Cadastre of the Republic of North Macedonia (herein referred to as AREC) and the State Authority of Geospatial Information of the Republic of Albania (herein referred to as ASIG), hereinafter "parties to the Agreement", wishing to establish cooperation in the field of data exchange from the permanent GNSS stations networks, according to laws and legal provisions of their states, have agreed on the following:

Purpose of the Agreement

Article 1

- 1) Purpose of the Agreement is to establish cooperation between AREC and ASIG in the field of GNSS permanent stations data exchange.
- 2) AREC has established a GNSS permanent stations network, named as MAKPOS.
- 3) ASIG has established a GNSS permanent stations network, named as ALBCORS.
- 4) Parties to the Agreement will undertake data exchange from border GNSS permanent stations, included in MAKPOS and ALBCORS networks.
- 5) A list of GNSS stations is given within Annex 1, constituting an integral part of this Agreement. All of the Agreement's provisions refer exclusively to these stations.
- 6) If a need arises to perform data exchange from other stations that have not been included in Annex 1, or in case that data exchange is no longer required between certain stations listed within Annex 1, parties to the Agreement will modify the list of stations given in Annex 1 of this Agreement, performing modifications in writing.

GNSS stations

Article 2

- 1) Both parties to the Agreement establish and maintain GNSS stations on its own national territory.
- 2) The positions of GNSS stations have been determined within European Terrestrial Reference Coordinate System ETRS89.
- 3) Parties to the Agreement will exchange their GNSS measurement data and data determining positions of GNSS antennas, together with data related to antenna calibration (while paying

attention to license conditions), together with all other information, necessary for unhampered functioning of both networks.

Communication equipment

Article 3

- 1) Parties to the Agreement will secure, on its own expense, the equipment necessary for communication, facilitating international data exchange (e.g. rented/leased lines, Internet/VPN)
- 2) Duration of data transfer from individual stations to Control GNSS Center in Skopje or Tirana should be no longer than 500ms, while reliability of the system's functional capabilities should be no less than 98%, applicable to workdays, within working hours.
- 3) Parties to the Agreement will use their best efforts to secure that technical equipment follows technical development, while securing their compatibility.
- 4) Each of the parties will independently cover necessary investment expenses.

Data format

Article 4

- 5) Data exchange from GNSS stations will take place in unprocessed data format, within 1 second intervals.
- 6) Data exchange for post-processing purposes will be performed in RINEX format.
- 7) In case of data format changes (for instance, based on software program modifications, etc.), parties to the Agreement must communicate such changes to each other, within no less than 2 (two) months prior to changes taking place.

Charging for services

Article 5

Services of data exchange from GNSS stations listed in Annex 1 of this Agreement remain free of charge for both parties to the Agreement.

Use of data

Article 6

- 1) Exchanged data are available for use to parties to the Agreement, within their provided services in the field of positioning.
- 2) Original data (raw data) or RINEX data from individual GNSS stations remain the property of the party having jurisdiction over the given station, and only such party may use such data.
- 3) For the purposes of transferring original data to other providers of positioning services, it is necessary to acquire permission from the party to the Agreement in charge of the given station. Such a party also needs to be engaged in negotiations regarding possible expenses concerning data distribution.

Warranties

Article 7

In case of GNSS data exchange interruption, with the exception of gross negligence or premeditated action by a party to the Agreement that may be proven later, the parties will not make any requests for compensation.

Informing

Article 8

- 1) Parties to the Agreement shall inform each other on non-planned interruptions in data transfer and changes made to GNSS stations, especially planned replacement of GNSS stations' receiver. The parties must provide time-sufficient test phase in their centers.
- 2) Parties to the Agreement shall inform each other on planned technical and other changes in the GNSS stations network every 6 (six) months.

Implementation

Article 9

The responsible Departments for the implementation of this agreement are Department for geodetic works in AREC and Directory of Geodesy and Cartography in ASIG.

Transparency

Article 10

- 1) Parties to the Agreement shall make the effort to act consensual in public relations regarding satellite positioning services.
- 2) Parties to the Agreement shall publish this agreement copy, as well as full technical and other data exchange conditions on the web pages of MAKPOS and ALBCORS networks.

Duration, termination and legal consequences of this Agreement

Article 11

- 1) This Agreement is made for the period of five years, subsequently extended without action for another year, except if any Party to the Agreement terminates the Agreement within the notice period of six months.
- 2) Rights and obligations defined by this Agreement may only be transferred to the third person according to consent given by both Parties to the Agreement.

Final provisions

Article 12

1) This Agreement shall become valid on the day of signing.

- 2) This Agreement may be altered or appended only pursuing mutual consent of Parties to the Agreement, given in written form.
- 3) Any disputes that may arise in application of this Agreement shall be resolved amicably by the Parties to the Agreement within consultations and negotiations.

This Agreement has been drawn up in two (2) original copies in English language, each Party receiving one duly signed copy hereof.

Date: / /2024

Date: 10/10/2024

REPUBLIC OF NORTH MACEDONIA AGENCY FOR REAL ESTATE CADASTRE

REPUBLIC OF ALBANIA STATE AUTHORITY FOR GEOSPATIAL INFORMATION

Act. DIRECTOR,

Ivan Zivkovski

DIRECTOR GENERAL

Vilma Tomço

Annex 1

GNSS stations involved in data exchange between MAKPOS and ALBCORS

Responsible institution	GNSS reference station	Remark
REPUBLIC OF NORTH MACEDONIA AREC	DEBAR OHRID BITOLA	established established established
REPUBLIC OF ALBANIA ASIG	PESHKOPI LIBRAZHD POGRADEC	established established established

Agency for Real Estate Cadastre

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