

AGREEMENT

AGREEMENT between Her Britannic Majesty's
Government of Australia: Her Britannic Majesty's
Government of Great Britain and Northern Ireland:
and Her Britannic Majesty's Government of
New Zealand for co-operation in the publication
of hydrographic and oceanographic charts.

PART I : PREAMBLE :

A. PURPOSE

1. The purpose of the AGREEMENT hereinafter signed on behalf of H.M. Government of Australia; H.M. Government of Great Britain and Northern Ireland; and of H.M. Government of New Zealand, respectively is to provide means generally for co-operation in charting agreed sea areas and, in respect of those designated sea areas, to facilitate for each country the reproduction in identical facsimile of any chart produced, irrespective of which country holds the copyright.

2. Observing that the Hydrographic Offices of Australia and New Zealand have issued folios comprising charts produced by one or both of those countries supplemented by British Admiralty charts; that nevertheless the Admiralty has hitherto adhered to publishing newly re-drawn charts based on those produced by AUSTRALIA and NEW ZEALAND, thereby accepting in British Admiralty folios the omission of some large scale charts; and being desirous of facilitating more comprehensive charting within the designated areas particularly by AUSTRALIA and by NEW ZEALAND; of reaching greater co-operation on surveys for new charts and large corrections; of avoiding any duplication or overlapping of work; and of providing appropriate financial arrangements whereby, under a basic concept within international hydrography, a nation exercising a hydrographic service receives the prestige and revenue allied to the work undertaken, the Governments concerned have reached the AGREEMENT hereinafter set down.

B. CHARTING AUTHORITY

3. In respect of each designated area hereinafter described, AUSTRALIA and NEW ZEALAND respectively shall be termed a Charting Authority. As such each shall be generally responsible for charting within its area of jurisdiction and may at any time indicate to another signatory country an intention to assume responsibility for the future production of a chart or charts of areas hitherto afforded coverage by that other country. On receipt of a notification in this sense and at a convenient date to be mutually agreed between Hydrographers concerned, for the chart or charts under reference to be superseded, the country so notified will relinquish copyright and cease to issue charts of the area under reference except for the publication in facsimile of any new chart produced by the Charting Authority, always provided that in making a notification the Charting Authority shall not introduce as replacement a scheme of charting or otherwise publish a chart which serves to reduce the amount of information previously promulgated or to change the scale in which hitherto it was presented without having secured in advance the concurrence of the other parties to the AGREEMENT.

4. From the inception of the AGREEMENT a Charting Authority shall assume responsibility for the drafting and issue of Notices to Mariners which promulgate necessary corrections to all navigational charts of the seas within its designated area whether or not being vested with the copyright of the chart under correction.

C. SCOPE OF THE AGREEMENT

5. The AGREEMENT shall be observed by the Government of Australia; by the Government of Great Britain and Northern Ireland; and by the Government of New Zealand from the date of signature but may be determined on one country giving five years' notice to all other signatory countries of intention to withdraw from the HEADS of AGREEMENT.

6. The AGREEMENT may be extended to include any other Commonwealth country operating a hydrographic service on application and subject to the mutual consent of the then existing signatory Governments.

7. In respect of the clauses which are set down in Part III hereto, established to give working effect to the HEADS of AGREEMENT, these, by mutual agreement of Hydrographers, may be amended, modified, suspended or replaced; and where relativities in currency exchange rates of the participating countries vary, financial adjustments shall be agreed between Hydrographers; always provided that nothing done under this authority shall serve to alter or suspend the provisions of the basic HEADS of AGREEMENT to which signature and effect is given in Part II hereto.

D. DESIGNATED AREAS

8. The areas designated initially as within the terms of the AGREEMENT are those waters surrounding Australia and New Zealand, respectively, namely :—

(a) AUSTRALIA — all the sea, coastal and estuary waters under the sovereignty of the Crown, or outside the limits of territorial waters, which are contained within the boundary shown red on the chartlet attached to the AGREEMENT: and

(b) NEW ZEALAND — all the sea, coastal and estuary waters under the sovereignty of the Crown, or outside the limits of territorial waters, which are contained within the boundary shown green on the chartlet attached to the AGREEMENT.

Except that where initially designated areas overlap, it shall be a matter of future arrangement between AUSTRALIA and NEW ZEALAND to determine which country shall be deemed the Charting Authority in respect of the area, or part of the area, which presently is common.

Note: The charts published by AUSTRALIA and NEW ZEALAND are based on different schemes of coverage which may make difficult future adoption of a precisely common Boundary. In such a case the Charting Authority would be determined on the copyright of any individual chart which contains the common area or a part of it.

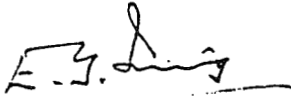
PART II : HEADS OF AGREEMENT :

9. It is hereby AGREED that effective with the signing and sealing of this document, it be resolved as follows :—

- (a) that the signatory Governments shall henceforth co-operate in charting within the areas designated in Part I, Preamble to this AGREEMENT:
- (b) that AUSTRALIA and NEW ZEALAND shall be Charting Authorities as defined and stipulated in Part I, Preamble to this AGREEMENT:
- (c) that the co-operation hereby adopted shall include authority for one signatory country to make facsimile copies of charts, including relevant documents, which are the copyright of the other signatory countries and which relate to the designated areas:
- (d) that nothing shall be added or subtracted from the facsimile copies so produced except for an indication of the origin, of the date of the reprint and of the authorisation by the copyright holder to reprint:
- (e) that to facilitate action under Clause (c) above each signatory country shall make freely available to one or both of the other signatory countries, reproduction material from which accurate facsimile copies of charts may be made:
- (f) that a royalty shall be paid to the country holding copyright in respect of each copy of a reproduced chart which is issued for sale to the public or for official use:
- (g) that the signatory country making reproductions shall ensure that all royalties due under Clause (f) above shall be forwarded to the country holding copyright without demand on the said royalty or royalties becoming due for payment:
- (h) that all available survey material required for chart compilation which is being undertaken shall be freely exchanged between signatory countries, always provided that this shall not be mandatory where the Charting Authority has already covered the survey area by the publication of a chart or charts to a scale which displays adequately the survey material under reference. Data for progressing hydrographic surveys shall also be freely exchanged between signatory countries:
- (i) that each signatory country shall be authorised to determine this AGREEMENT on giving due notice, as stipulated in Part I, Preamble to this AGREEMENT:
- (j) that the terms for bringing the HEADS of AGREEMENT into effect shall be as listed in Part III of this document, which by mutual agreement of Hydrographers may be varied from time to time to facilitate the working arrangements provided that no amendment or variation of the Clauses of Part III shall serve to alter what is now agreed to be the basic HEADS of AGREEMENT, except for action taken to give due notice to determine the AGREEMENT: and
- (k) that the AGREEMENT shall be in accordance with Resolution A 21 III, Section III, page 13 of the International Hydrographic Bureau Repertory of Technical Resolutions, 1919-1957, 5th Edition, Monaco — April 1960.

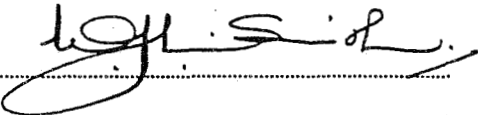
dated

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For H.M. Australian Government.



dated

.....
For H.M. Government of Great Britain and Northern Ireland.



dated

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For H.M. Government of New Zealand.
Acting under the authority of
the Minister of Defence

PART III : IMPLEMENTATION

10. The undermentioned Clauses have been agreed between Hydrographers to give effect to the HEADS of AGREEMENT :—

- (a) that in making facsimile copies, printing matter added will be confined to areas outside the originally printed borders and will be limited in substance to a notation stating :—
 - (i) by whom the reprint has been made:
 - (ii) where the reprint has been made:
 - (iii) the date of the reprint:
 - (iv) acknowledgement of authorisation of the copyright holder:
- (b) that facsimile copies shall be printed to the same dimensions of the original, except only in respect of the margin outside the originally printed border:
- (c) that no deletion or alteration shall be made to the facsimile reproduction material, other than to incorporate notation as at Clause (a) above, to incorporate an alteration which has been promulgated officially as a chart correction or to make an amendment after having obtained the specific authority of the country holding copyright which will only be given with concurrence of the other signatory countries:
- (d) that facsimile charts may be listed in catalogues always provided that an acknowledgement of copyright is given and shewn on chart index sheets:
- (e) that the signatory country printing facsimile charts shall not authorise the reproduction of any such chart, or part of it, in books, in publications, in periodicals or other publications which are on sale to the public or in any other way which might infringe copyright without first consulting and receiving authorisation from the copyright holder and, where such authorisation is given, shall transmit to the holder all revenue received by way of copyright fees:
- (f) that facsimile charts may be freely incorporated in folios:
- (g) that each Hydrographer shall provide each other Hydrographer with reproduction material free of charge in respect of each new navigational chart, new edition or large correction made of any area which is the whole or part of a designated area:

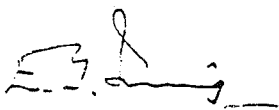
- (h) that each Hydrographer shall be free to select which, if any, new charts, new editions or large corrections shall be reproduced in facsimile from reproduction material supplied to him, except that where a facsimile issue is not made a notification shall be given to potential customers of the available source of supply:
 - (i) that each Hydrographer on receipt of the freely provided reproduction material, shall forthwith cease to publish any chart which wholly or in part is a re-drawn version of a chart or charts for which reproduction material has been provided:
 - (j) that the Australian Hydrographer and the New Zealand Hydrographer undertake to be responsible for the promulgation of all navigational warnings for the areas in which each is respectively the Charting Authority:

- (k) that the British Admiralty undertake to reprint Australian and New Zealand Notices to Mariners in British Admiralty Notice to Mariners editions using the originator's serial numbers prefixed with AUS or NZ as appropriate, except that temporary or preliminary notices may be so re-promulgated at the discretion of the British Admiralty:
- (l) that a royalty shall be paid to the copyright holder in respect of each facsimile chart which is printed:
- (m) that initially the royalty to be paid shall be 25% of the published price as appearing in the catalogue of charts issued by the country holding the copyright:
- (n) that recovery of royalties paid may be made in respect of returns of facsimile charts on cancellation. Royalties due for recovery under this Clause may be deducted from the next payment or payments of royalties as they become due, always provided that for each facsimile chart cancelled which gives rise to a recovery, certification shall be made as to the numbers of cancelled copies which have been withdrawn from sale by return to the hydrographic office concerned.

In witness of the foregoing Clauses for implementation of the HEADS of AGREEMENT this Part III is hereby signed :—

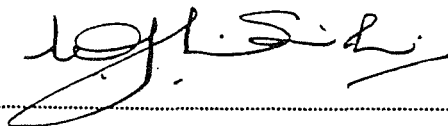
..... dated

Hydrographer of the Royal Australian Navy



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Hydrographer of the Royal Navy



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Hydrographer of the Royal New Zealand Navy

Acting under the authority of the
Minister of Defence