

**14th CHRIS MEETING
15-17 August 2002, Shanghai, China**

Proposed Technical Resolution

MUTUAL EXCHANGE OF SMALL-SCALE PRODUCTS OR DATA

Products or data, either digital or hardcopy, at scales of 1:500,000 or smaller may be exchanged and used by Member State Hydrographic Offices who have affirmatively consented to the terms of this TR. The intent of this TR is to provide a mechanism for exchange and use of small-scale without the necessity of formal bilateral negotiations.

Exchange and use of all products or data pursuant to this TR will be gratuitous.

Member States who wish to join in the arrangement of this TR must notify the IHB in writing of their intent and delineate terms in accordance with this TR. Subsequently, the IHB will notify the Member States that are participating in the gratuitous exchange of the addition of a new Member State. If a Member State wishes to withdraw or modify the terms of its participation in the arrangement at any time, notification in writing must be provided to the IHB. The IHB will then notify the Member States participating in the arrangement of that Member State's withdrawal or modification. All data exchanged prior to a Member State's withdrawal may continue to be used under the same conditions under which it was provided, unless the Member State affirmatively states otherwise in its notice of withdrawal or modification.

Data exchanged may be used by the participating Member States in any manner deemed appropriate in the interests of safety of navigation and environmental protection. Copyright in the data exchanged will be retained by the providing Member State. Notice of providing Member State's copyright will be displayed on any product or data containing the Member State's data, unless the Member State affirmatively states otherwise. The receiving Member State may not grant further permission to use the product or data to anyone in a manner inconsistent with the providing Member State's copyright.

The providing Member State must ensure that it possesses ownership, copyright, and rights of use in the products and data provided under this arrangement.

The terms of any bilateral agreement between the Member States participating in this arrangement, regarding products and data encompassed by this TR, will take precedence over this TR.