



HNHS ENC S-57 files

Usage License

APPLICATION FORM

(for the purpose of creating derived products)

Preamble

This is an application form to the Hellenic Navy Hydrographic Service for licensing the use of its ENC's in S-57 format, non encrypted form, which are HNHS's intellectual property.

Course of your Application

Upon filling in and submitting your application the competent HNHS's Department will review and process your application, update you on its course as well as on the time required for the implementation of your application.

Personal data/information security

Any provided information that relates to personal data will be used only for the intended purpose and according to the laws in force from time to time

HNHS will not use any personal data for any other reason other than for the purpose of advertising/information and statistical research regarding its activities and products and will not disclose them to third parties without prior notice and consent, with the exception of any restriction imposed by application of the law, and to the competent authorities only.

HNHS will be entitled to transmit this application and any information included therein to the other members of the International Hydrographic Organization. HNHS certifies that any information disclosed to the members of the International Hydrographic Organization will be governed by the same terms and conditions of this paragraph.

1. Applicant**1.1. Applicant's Details**

<i>Applicant's name</i>	
<i>Company's/ Agency's Name</i>	
<i>Position in the Company or Agency</i>	
<i>Address</i>	
<i>Telephones</i>	
<i>Fax</i>	
<i>E-mail</i>	
<i>Tax Identification No.</i>	
<i>Company's or Agency's Object of Activities</i>	

1.2 Do you submit this application on behalf of a Company/Agency?

Please fill in the exact address/ department of your Company or Agency

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1.3 Have you collaborated in the past with the Hellenic Navy Hydrographic Service ?

YES NO

If YES, state previous collaborations.

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1.4 Have you entered into any other agreements for the use of S-57 files with other Hydrographic Services?

YES NO

If YES, state services and products:

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(Please attach copies of the agreements)

2. Products

2.1 State any products that you will produce and the other sources of the relevant data/ information:

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*Please fill in the attached schedule (Annex “B”)

2.2 What is the Area of Interest that you would like to cover ?

(Create the area of interest and define geographic latitude and longitude at the corners (NE and SW)

AREA OF INTEREST:

2.3 Use of data

State the basic purposes for which you intend to use the HNHS's S-57 files :

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2.4 In what way will your Company/ Agency store the data?

Individual PCs State maximum number of installations:

Network State maximum number of users:

Other (specify)

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2.5 State methods of protection/ security for the HNHS's S-57 files in order to prevent unauthorised access, use, change or/and distribution by unauthorised persons.

Will your employees/associates be bound by the terms of the agreement regarding protection of the Products and Intellectual Rights of HNHS?

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2.6 State methods of protection/ security for the products against unauthorized access, use, change or/and distribution by unauthorized persons (e.g. encryption, password or smart-card-protected e.t.c.).

Will your employees/associates be bound by the terms of the agreement regarding protection of the Products and Intellectual Rights of HNHS?

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2.7 State maximum number of terminals/workstations that will use the data and facilities that will use the data (addresses):

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2.8 State technical information for your products:

a. Resolution:

b. Format

c. Other information:

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2.9 With regard to printed products, state number of copies per year that your Company/Agency intends to print (state estimated quantity of copies that will include the data/information obtained from HNHS):

Paper Size	Copies	Paper Size	Copies	Paper Size	Copies
A5		A2		Other	
A4		A1		Other	
A3		A0		Other	

3. Distribution of Products

3.1 State the purpose of distribution of your derived products based on HNHS's S-57 files:

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3.2 State the field of market where your product will be distributed :

- Recreational
- Commercial
- Other (specify)

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3.3 Give a full description of how your products will be distributed to your intended market:

- Mail order
- Sales Representatives
- Your company's sales network
- Internet
- Other (specify)

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3.4 State distributors or agencies for the sale of your derived products:

c/c	Name	Address	City/Zip Code	Country

3.5 What is the net Price of the products that will contain data from HNHS's S-57 files ?

c/c	Product Name	Net Price

3.6 How will the data from HNHS's S-57 files be distributed with your digital products?

- As a data package separated from your software and hardware
- As an incorporated data/software package separated from your hardware
- As a data package incorporated with the software and hardware
- Other (specify):

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3.7 How will digital products be distributed to the final user?

As single charts

Net Price:

As a tiled set of data

Net Price:

As an individual cut from a seamless database

Net Price:

As a whole on a fixed media

Net Price:

Other (specify):

Net Price:

3.8 What is the expected sales volume (in Euro) in terms of par. 3.7 during the current year and for the next two years together?

Product Type	Current Year	Next Two (2)Years
As single charts		
As a tiled set of data		
As an individual cut from a seamless database		
As a whole on a fixed media		
Other (specify):		

3.9 In what means will be digital products included ?

CD-ROM

Cartridge

Smart card

Internet

Other (specify):

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4. Data Revision/ Update

4.1 Do you intend to update your products?

YES NO

If YES, in what way ?

Periodical updates How often ?

Re-prints How often ?

New editions How often ?

Other (specify):

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How often ?

4.2 In what way will you distribute the revisions/updates of your products?

Mail order

Sales representatives (Independent)

Your company's sales network

Internet

Bulletin Board Service

Inmarsat-C

Mobile telephone

other (specify):

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4.3 How will you bill your products?

Annual subscription Net Price:

Partially for every new product Net Price:

Other (specify):..... Net Price:

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Free of charge

5. Additional Information

Please attach copies of advertising material for the products or services in which the data will be used.

6. Solemn Statement (Affidavit)

I hereby solemnly declare that the provided information mentioned in this application are true and that I was informed of the Pricing and Distribution policies, as described in Annex “A”.

Applicant’s signature:

Name of Applicant :

On Behalf of:

(Name of Company or Agency)

(Seal)

Date :

Please send the filled application in any of the following manners:

- **by post**
Hellenic Navy Hydrographic Service
Finance Department
Mesogeion Avenue 229 (Ministry of Defense)
15561, CHOLARGOS
- **by Email**
ne_hnhs@navy.mil.gr
- **by Fax**

+30 210 6557139

Pricing & Distribution Policy of ENCs (S-57 files) without encryption.

1. Preamble

The Hellenic Navy Hydrographic Service creates official Electronic Navigation Charts (ENCs) of Greece, according to the S-57 Ed 3.1 standard of the International Hydrographic Organization. These charts are intended to be used in the Electronic Chart Display Information Systems (ECDIS) and are distributed in encrypted form, according to the IHO S-63 standard.

HNHS's ENCs are updated on a monthly basis.

HNHS's ENCs cover the entire spectrum of the necessary scales (1:4.000 to 1:35.0000) for navigation and include data, for which the exclusive responsibility belongs to HNHS. It has to be noted that the HNHS's ENCs for the marine areas with neighboring countries do not include any data of other Hydrographic Services.

2. Pricing and Distribution Policy

The below mentioned pricing and distribution policy applies for the distribution of the Greek ENCs, in non encrypted form, for companies that wish to use them for the production of their own navigational tools or other products.

2.1 Distribution Policy

The ENCs are distributed as a total on the basis of the update plans laid down in the schedule of par. 2.2. Upon purchase the contractor will be given the total of the ENCs (EN files), with all the Updates (ER files), incorporated therein, in the scale classes 2-General, 3-Coastal, 4-Approach, 5-Harbour and 6-Birthing. During the effective term of the contract and within the scope of the selected update plan, the contractor

will receive all new EN files that were produced during the respective time period.

Depending on the selected update plan, the contractor, upon the expiration date of the update period provided in the plan, will receive a new Dataset (total of the EN files) with all the updates issued so far incorporated and all the new ENC's issued in-between.

On the basis of the available update plans (see relevant Schedule), the updates will be done in the second fortnight of March, June, September and December of each year.

2.1.1. Inviolable terms

The contractor will be entitled to use, on its own responsibility, for credibility purposes, any added value information that the contractor or another agency may possess, in order to develop its applications.

However, in terms of the cartographic background, the S-57 data of HNHS must be used intact without any changes.

For example, it is allowed to add thematic levels of information (meteorological data, refueling points for vessels, accommodation facilities e.t.c.). It is not allowed to differentiate the coast line, to change the names of places (toponyms), to amend the characteristics of a light e.t.c. included in HNHS S-57 files.

The contractor may not use, in any case whatsoever, with regard to the area covered by the Greek ENC's, data of any other Hydrographic Service.

2.2 Pricing Policy

The pricing policy for the ENC's without encryption will be calculated on an annual basis and will include a minimum payment **[MP]** which will be paid in advance upon executing this agreement and on any anniversary thereof, as well as a royalty fee (percentage) on the gross sales (turnover) of the products **[GSP]** on the basis of the Update Plan **[UP]**.

Whereas the product to be created by the contractor may include data of another Hydrographic Service, the total annual price **[TAP]** will be calculated over the **[GSP]** on the basis of the coverage percentage **[CP]** (where necessary) by HNHS's S-57 files.

Update Plan	Plan Code	Percentage on Sales	Update Periods
Quarterly update	03M	45%	March-June-September-December
<i>Biannual</i> update	06M	35%	June-December
Annual update	12M	25%	December

The Total Annual Price **[TAP]** that must be paid is calculated on the basis of the following formula:

$$\mathbf{[TAP] = [UP] \times [GSP] \times [CP]}$$

When the calculated **[TAP]** exceeds the **[MP]** already paid then the outstanding amount will be calculated after deduction of the **[MP]**.

The Minimum Payment **[MP]** is 10.000,00€.

The **[UP]** is selected by the contractor and is agreed upon executing the agreement.

The **[CP]** is defined for each product upon executing the agreement on the basis of the data to be given by the contractor upon filling in the relevant application.

Examples:

- a. The Minimum Payment **[MP]** 10.000,00€, and the contractor has chosen the 06M (six months) update plan and his annual sales are 80.000,00€. The total price that he has to pay to HNHS is 28.000,00€ (35% x 80.000,00€ = 28.000,00€). The amount due at the end of the year **[MP]** will be **[TAP]-[MP]** i.e. 18.000,00€ (28.000,00€-10.000,00€).

- b. The Minimum Payment **[MP]** 10.000,00€, and the contractor has chosen the 06M (six months) update plan and his annual sales are 20.000,00€. The total price that he has to pay to HNHS is 7.000,00€ ($35\% \times 20.000,00\text{€} = 7.000,00\text{€}$). In this case the balance of the amount due is 0,00€, whereas the minimum payment, already paid, exceeds this amount.

In the above examples calculation was done with a Coverage Percentage **[CP]** of 100%.

List of Products in which you intend to include part of the HNHS's S-57 files

Your Products	Other information used except the S-57 files	Relevant proportion of HNHS's data in your products
(a)	(b)	(c)

- (a) Enter the name or the products that you intend to produce and trade
- (b) Specify the source of other information to be combined with HNHS's data
- (c) Give an estimation of the part of HNHS's data in your products.