

AGREEMENT
BETWEEN THE MINISTRY OF DEFENCE OF MONTENEGRO
AND
THE MINISTRY OF DEFENCE OF THE REPUBLIC OF BULGARIA
REGARDING
FREE OF CHARGE PROVISION OF THE RIGHT TO USE THE BULGARIAN SOFTWARE
PRODUCT TERMED "NATIONAL CODIFICATION TOOL BULCOD"

The Ministry of Defence of Montenegro and the Ministry of Defence of the Republic of Bulgaria hereinafter referred to as "the Parties";

Having regard to the general desire for promotion of good neighbourly relations between the two states;

Complying strictly with the obligations arising from the international arrangements, decisions and resolutions of international organizations on supporting security and stability in the region;

Convinced that it is necessary to support security and peace, cooperation and trust in Southeast Europe;

Have agreed as follows:

Article 1

(1) The Ministry of Defence of the Republic of Bulgaria (hereinafter referred to as "the Bulgarian Party"), in its capacity as holder of the intellectual rights and ownership of the Bulgarian software product termed "National Codification Tool **BULCOD**" (hereinafter referred to as „**the Product**“) hereby gratuitously assigns to the Ministry of Defence of Montenegro (hereinafter referred to as "the Montenegrin Party") for an unlimited period of time, the right, which is a non-exclusive, non-transferable and unlimited right as regards the number of users within the Ministry of Defence of Montenegro, to use **the Product** and the user documentation (as per Annex 1) on using **the Product**.

(2) The Montenegrin Party hereby accepts the gratuitously assigned right to use **the Product** under the terms and conditions of this Agreement.

(3) The right under Para. 1 above does not include any other rights related to the intellectual property rights over **the Product**, the documentation, or any patents, trademarks or know-how embedded or used in relation thereto.

Article 2

(1) The Bulgarian Party shall perform at its own expense services relating to the installation and maintenance of **the Product** for the period of one month after the installation.

(2) If need be, the Bulgarian Party shall provide free of charge training on operation of **the Product** for officials designated by the Montenegrin Party.

(3) Any costs incurred by the Bulgarian Party with regard to the organization of the training under Para. 2 above shall be charged to the Montenegrin Party.

Article 3

(1) The Montenegrin Party shall be obligated to provide a suitable hardware and software environment as necessary for the normal functioning of **the Product** and, if need be, to grant access to **the Product** to

officials designated by the Bulgarian Party in order to perform the activities related to the installation, maintenance and training.

(2) The Montenegrin Party, itself or through its substructures or other parties, shall be obligated not to:

3.2.1. sell, lease or provide through other means the right to use **the Product**;

3.2.2. use **the Product** for purposes other than those intended by the provider, or change its characteristics, copy, disseminate, transmit, show, present, reproduce or create derivative products of its own (its own information systems or parts of such systems);

3.2.3. grant access to **the Product** to persons whose official duties do not require such access;

(3) The Montenegrin Party shall be obligated to provide licensed (legally-owned) software for the operating systems and the database management systems corresponding to the number of users to use **the Product** in accordance with the requirements set by the manufacturers of the respective software.

Article 4

(1) The Bulgarian Party shall handover **the Product** after a written statement of ascertainment signed by authorized representatives of the Parties.

(2) The statement of ascertainment shall be binding for the Parties with respect to the fact of handover, takeover and installation of **the Product**.

Article 5

The Montenegrin Party undertakes to use and maintain **the Product** in compliance with the rules laid out in NATO Manuals on Codification – ACodP-1, ACodP-2, ACodP-3, and CodSP, and all subsequent amendments thereto as published by the NATO Maintenance and Supply Agency (NAMSA) under the guidance of the NATO Cadre Group of National Directors on Codification (AC/135).

Article 6

In the event that in the course of use of **the Product** the need arises for access to classified information of the Bulgarian Party, then such access will be granted in accordance with the Bulgarian legislation pertaining to classified information protection and the Agreement between the Government of the Republic of Bulgaria and the Government of Montenegro on Mutual Protection and Exchange of Classified Information, signed in Podgorica on 24 November 2010.

Article 7

(1) The Bulgarian Party shall not be held liable for any acts of omission or commission on the part of the Montenegrin Party which would constitute grounds for claims on the part of third parties with regard to **the Product**. In such cases, all costs incurred in connection with participation in pre-trial, legal or arbitration proceedings, including sums awarded, shall be paid by the Montenegrin Party.

(2) All disputes relating to interpreting or implementing this Agreement are to be settled through bilateral negotiations between the Parties. In the event that the Parties do not reach an agreement to voluntarily settle the disputed issues arising in connection with this Agreement, such issues shall be settled through diplomatic channels.

Article 8

(1) The Parties hereby designate the following structures, respectively, to be responsible for the implementation of this Agreement:

- on the part of the Ministry of Defence of the Republic of Bulgaria:

Market Research & Procurement Information Management Department, Defence Investment Directorate

- on the part of the Ministry of Defence of Montenegro:

Standardization and Codification Department, Material Resources Sector.

(2) If need be, the structures under Para. 1 above may pay visits and arrange consultations relating to the implementation of this Agreement on a reciprocal basis.

Article 9

(1) This Agreement is signed for an indefinite period of time.

(2) This Agreement enters into force as of the date of signature thereof.

This Agreement is signed in Sofia, on 11.10.2011, in duplicate, in the English language.

**FOR THE MINISTRY OF DEFENCE
OF MONTENEGRO:**

**FOR THE MINISTRY OF DEFENCE
OF THE REPUBLIC OF BULGARIA :**

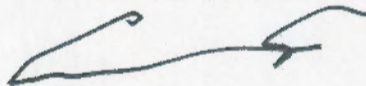
MIRA CEROVIC

**DEPUTY MINISTER OF DEFENCE FOR
DEVELOPMENT AND PROTECTION OF
INFORMATION AND COMMUNICATION
SYSTEMS**

Mira Cerović

COLONEL STANIMIR GEORGIEV

**DIRECTOR OF
DEFENCE INVESTMENTS DIRECTORATE**



Within the meaning of Art. 1, Para. 1 of this Agreement, the Bulgarian software product termed "National Codification Tool **BULCOD**" consists of one installation CD comprising:

1. **BULCOD** Client Installation Package;
2. **BULCOD** Server Installation Package;
3. **BULCOD** Web Interface Installation Package;
4. **BULCOD** Database Schema Installation Package;
5. **BULCOD** User Manual;
6. **BULCOD** Administrator Manual.