

AGREEMENT

BETWEEN

**THE NATIONAL GEOSPATIAL-INTELLIGENCE AGENCY
OF THE DEPARTMENT OF DEFENSE
OF THE UNITED STATES OF AMERICA**

AND

**THE MINISTRY OF DEFENCE
OF THE REPUBLIC OF SLOVENIA**

CONCERNING

***GEOSPATIAL INTELLIGENCE INFORMATION EXCHANGE AND
COOPERATION***

PREAMBLE

The National Geospatial-Intelligence Agency of the Department of Defense of the United States of America and the Ministry of Defence of the Republic of Slovenia (hereinafter referred to as the Parties):

Having a common interest in defense;

Having a mutual interest in attaining the goals both countries have in regard to Geospatial Intelligence;

Recognizing the benefits to be obtained from standardization, rationalization and interoperability in products, data, publications, related Geospatial Intelligence materials and equipment;

Desiring to achieve mutual objectives and goals through the application of Geospatial Intelligence technology and Geospatial Intelligence production procedures;

Desiring to improve their mutual conventional defense capabilities through the applications of new technology;

Recognizing that the Agreement between the parties to the North Atlantic Treaty regarding the status of their forces that entered into force on August 23, 1953, and all agreements between the United States of America and Slovenia concerning its implementation, apply to this agreement,

Have reached the following agreement:

ARTICLE I
DEFINITIONS

Unclassified Information for Government use only	Unclassified information to which access or distribution limitations have been applied at the request of one Party.
Copyright	Form of protection provided by law to authors of original works of authorship, which may include databases, maps and charts.
Geospatial Intelligence Information (GEOINT)	Information of any type or format resulting from the collection, transformation, generation, portrayal, dissemination, storing and use of geodetic, geomagnetic, aeronautical, topographic, hydrographic, imagery, cartographic, bathymetric and toponymic data. It also includes the evaluation of topographic, hydrographic, or aeronautical features for their effect on military operations or intelligence. Geospatial intelligence Information may include data presented in the form of topographic, planimetric, relief, or thematic maps and graphics; nautical and aeronautical charts and publications; and simulated, photographic, digital, or computerized formats.
Country Contractors	Private companies or other entities that are contracted by one Party to produce Geospatial Intelligence Information or perform a related service.
Party (Parties)	The Parties to this Agreement are the National Geospatial-Intelligence Agency of the Department of Defense of the United States of America and the Ministry of Defence of the Republic of Slovenia. The Agreement will be implemented by the National Geospatial-Intelligence Agency on behalf of the Department of Defense of the United States of America and by the Civil Defence Agency on behalf of the Ministry of Defence of the Republic of Slovenia.

Third Party	A person or other entity, other than an officer, employee, or agent of the Government of a Party. In this Agreement, Country Contractors are not considered to be Third Parties for the purposes of disclosure to, and use by them, of products, information and materials.
Personal data	Personal data is any data relating to an individual, regardless of the form in which it is expressed. Individual is an identified or identifiable natural person to whom personal data relates.

ARTICLE II

OBJECTIVES

The objectives of this Agreement Concerning Geospatial Intelligence Information Exchange and Cooperation (hereinafter referred to as the Agreement) are:

2.1 To exchange Geospatial Intelligence Information for the use of the Governments of both Parties for defense and government purposes. This may include co-production programs, cooperative production and cooperation. The items to be exchanged shall include, but are not limited to: maps, charts, information, data and related materials in printed or digital formats; geodetic, geophysical, geomagnetic, and gravity data; reproduction materials; and other related specifications, publications, and materials. It is the intent of the Parties that only unclassified information and "unclassified information for government use only" shall be exchanged or produced under this Agreement.

2.2 To provide programs for cooperative production and other technical assistance as mutually determined in the production of products, data, and other related Geospatial Intelligence Information needed by both Parties.

2.3 To exchange technical and procedural information related to the standardization of methods, procedures, specifications, and formats for the collection, evaluation, processing, and production of products, data, and related Geospatial Intelligence Information. Such exchanges shall be designed to promote international standardization in general and to improve

interoperability between the Parties.

2.4 To establish technical assistance and the exchange of technological information, as well as information on cartographic, geodetic, and geophysical development achievements, and their production processes and techniques.

2.5 To exchange production programming and production status information as required.

2.6 To establish and implement training programs in disciplines relevant to the objectives of this Agreement, as agreed upon and as resources allow.

ARTICLE III **IMPLEMENTING ARRANGEMENTS**

In order to implement the provisions of this Agreement the Parties may conclude Implementing Arrangements, which shall define in greater detail procedures and tasks necessary for the implementation of this Agreement.

ARTICLE IV **MUTUAL OBLIGATIONS AND RESPONSIBILITIES, USE AND RELEASE RESTRICTIONS**

4.1 Each Party shall honor the copyright, trademark, use and release restrictions on all topographic products, data, publications and related Geospatial Intelligence Information provided by the other Party in accordance with specific written guidelines from the providing Party at the time the topographic products, data, publications and related Geospatial Intelligence Information are transmitted.

4.2 Neither Party shall provide personal data to the other Party under this Agreement.

4.3 Neither Party shall provide classified information to the other Party under this Agreement.

4.4 Topographic, aeronautical, and nautical products and data, publications, reproduction materials, geodetic or geophysical data, digital data, or related Geospatial Intelligence Information, including parts thereof, provided by one Party to the other, may be provided to any national government entity of the recipient Party. Such products, data, publications, and related Geospatial Intelligence Information, however, shall not be provided to any Third Party without prior written approval of the originating Party, unless specifically authorized in the relevant Implementing Arrangement. The Geospatial Intelligence Information provided to other national government entities, or to a Country Contractor, shall be marked with classification or release codes to ensure that the materials, data, or information stay within that organization.

4.5 The exchanged and reproduced products, data, publications, and related Geospatial Intelligence Information shall be utilized by both Parties in accordance with the purpose of this Agreement. They shall be used for defense and other government purposes and shall not be used for any other purpose without the prior written consent of the providing Party.

4.6 In the exchange and reproduction of products, data, publications, and related Geospatial Intelligence Information, the Parties agree to comply with the restrictions concerning use, release, reproduction, and distribution imposed by the originating Party.

4.7 In cases where a Party's copies of any products, data, publications, or related Geospatial Intelligence Information become badly damaged and are not usable, and copies are available from the other Party, that Party may provide to the other Party, on a reimbursable basis, sufficient copies of the relevant Geospatial Intelligence Information for their reproduction and distribution in order to meet its requirements.

4.8 Hardcopy products exchanged or co-produced under the terms of this Agreement may be converted to a digital format without requiring additional approval from the originating Party.

4.9 The Parties shall hold periodic consultations relating to the implementation of this Agreement, or upon request of either Party.

4.10 The Parties agree that all exchanged or co-produced products, data, and related Geospatial Intelligence Information provided to the other Party under the terms of this Agreement may be provided by either Party to international, coalition or other joint operation

forces of which both Parties are a member, for defense, humanitarian, peacekeeping, and related activities. If there is a defense, humanitarian, peacekeeping, or related activity in which only one Party is a participant, the authorization of the other Party is required to provide the other Party's products, information, data, publications, and related Geospatial Intelligence Information to a Third Party.

4.11 If a Party is loaned or has received software from the other Party under this Agreement, the receiving Party shall not reverse engineer or duplicate that software without the prior written consent of the providing Party.

4.12 If products, information, or related Geospatial Intelligence Information are subject to privately held intellectual property rights and to limited rights of use or disclosure, such items shall be marked with a restrictive legend by the providing Party prior to their transfer to the receiving Party. Such items shall not be used or disclosed in any manner that might prejudice the limitations on use or disclosure marked on them.

4.13 Any specification, production information, or manufacturing expertise incidentally derived from carrying out the provisions of this Agreement shall be used and fully protected in accordance with this Agreement.

4.14 The Parties shall carry out the Agreement in accordance with the existing and development capabilities of both Parties, subject to the availability of Geospatial Intelligence resources (equipment, personnel, facilities and finances) for such purposes.

ARTICLE V

FINANCIAL PROVISIONS

5.1 Each Party shall bear the costs it incurs for carrying out, managing, and administering its activities under this Agreement. Any such costs shall be included as part of each Party's contribution to the implementation of the Agreement.

5.2 A Party shall promptly notify the other Party if available funds are not adequate to fulfill its obligations or responsibilities under this Agreement. If a Party notifies the other Party that it

is reducing or terminating its funding for the implementation of this Agreement, both Parties shall immediately consult about further funding on a mutually determined modified basis.

5.3 It is the intent of the Parties to eliminate, insofar as possible, payments in cash for Geospatial Intelligence Information and related materials exchanged under this Agreement.

ARTICLE VI

UNCLASSIFIED INFORMATION FOR GOVERNMENT USE ONLY

6.1 Unclassified Information for Government Use Only exchanged or produced under this Agreement shall be treated as follows:

6.1.1 Access to Unclassified Information for Government Use Only shall be limited to persons for whom access is necessary and shall be subject to the provisions of ARTICLE VII, SALES AND TRANSFERS TO A THIRD PARTY.

6.1.2 Each Party shall take all lawful steps, which may include classification procedures available to it to keep such Unclassified Information for Government Use Only free from further disclosure, unless the originating Party provides written consent for such disclosure. In the event of unauthorized disclosure, notification shall be given to the originating Party.

6.2 The originating Party shall ensure that Unclassified Information for Government Use Only is appropriately marked.

6.3 Unclassified Information for Government Use Only exchanged or produced under this Agreement shall be handled in a manner that ensures proper use as provided for in this Article.

6.4 Prior to authorizing the release of Unclassified Information for Government Use Only to Country Contractors, the Parties shall ensure the Contractors are legally bound to handle it in accordance with the provisions of this Article.

6.5 The obligations of the Parties contained in this Article shall not end with termination of this Agreement.

ARTICLE VII
SALES AND TRANSFERS TO A THIRD PARTY

The Parties shall not sell, transfer title to, disclose or transfer possession of Geospatial Intelligence Information or related materials or equipment exchanged under this Agreement to any Third Party except in accordance with this Agreement or by the written consent of the originating Party.

ARTICLE VIII
VISITS TO ESTABLISHMENTS

8.1 Each Party shall permit visits to its Government agencies and establishments by employees of the other Party or by employees of the other Party's Country Contractor(s), if such visits are authorized by both Parties and the employees have all necessary and appropriate security clearances and a need-to-know.

8.2 The visiting personnel shall be required to comply with security regulations of the host Party. Any information disclosed or made available to visitors shall be treated as if supplied to the Party sponsoring the visiting personnel and shall be subject to the provisions of this Agreement.

8.3 Requests for visits by personnel of one Party to a facility of the other Party shall be coordinated through official channels and shall conform to the established visit procedure of the host country.

ARTICLE IX
SETTLEMENT OF DISPUTES

Disagreements between the Parties arising under or relating to this Agreement or any of the Implementing Arrangements related to it shall be resolved only by consultation between the Parties and shall not be referred to a country's court, to an international tribunal, or to any third person for settlement.

ARTICLE X
GENERAL PROVISIONS

All activities of the Parties under this Agreement shall be carried out in accordance with their respective national laws, and the obligations and responsibilities of the Parties shall be subject to the availability of funds appropriated for these purposes.

ARTICLE XI
AMENDMENT, TERMINATION, ENTRY INTO FORCE, AND DURATION

11.1 This Agreement may be amended by written mutual agreement of the Parties.

11.2 This Agreement may be terminated by written mutual agreement of the Parties. It may also be terminated by one Party giving 180 days written notice to the other Party of its intention to do so. Such notice shall be the subject of immediate consultation by the Parties to decide upon the appropriate course of action and to ensure termination on the most economical and equitable terms. In the event of termination of this Agreement, the following rules shall apply:

11.2.1 Both Parties agree to prepare a mutually agreed "Termination Protocol" which shall include procedures for satisfying uncompleted obligations arising during the period the Agreement was in force.

11.2.2 The Parties shall continue to cooperate financially and otherwise, up to the effective date of termination of the Agreement. Each Party shall cover the costs it incurs because of the termination.

11.2.3 All information, products, data, related Geospatial Intelligence materials, and rights thereto received under the provisions of the Agreement shall be retained by the Parties, subject to the provisions of the Agreement.

11.3 Termination of the Agreement terminates all Implementing Arrangements.

11.4 The respective rights and responsibilities of the Parties with respect to ARTICLE VI,

UNCLASSIFIED INFORMATION FOR GOVERNMENT USE ONLY and ARTICLE VII, SALES AND TRANSFERS TO A THIRD PARTY; shall continue notwithstanding termination of this Agreement.

11.5 Written notices of the Parties of the change of contact persons' data, their titles and addresses, and addresses of implementing organizations will not be regarded as a change of this Agreement by the Parties.

11.6 This Agreement, which consists of the Preamble, eleven (11) Articles and Appendix I shall enter into force on the date of receipt of the last note by which the Parties inform each other on accomplishment of all national legal procedures necessary for this Agreement to enter into force. The Agreement shall remain in force until terminated or superseded.

The foregoing represents the Agreement of the National Geospatial-Intelligence Agency of the Department of Defense of the United States of America and the Ministry of Defence of the Republic of Slovenia.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed this Agreement, prepared in duplicate, in the English and Slovenian languages, each of which shall be of equal authenticity. One copy in each language shall be duly signed and exchanged between the Parties.

FOR THE

FOR THE

NATIONAL GEOSPATIAL
-INTELLIGENCE AGENCY
DEPARTMENT OF DEFENSE
UNITED STATES OF AMERICA

MINISTRY OF DEFENCE
REPUBLIC OF SLOVENIA



DAWN R. EILENBERGER
Director
Office of International Affairs and Policy



ROLANDO ŽEL
Director
Civil Defence Office

24 March 2009
Date

Bethesda, MD
Location

25.2.2009
Date

LJUBLJANA
Location

APPENDIX I

TO THE AGREEMENT

BETWEEN

**THE NATIONAL GEOSPATIAL-INTELLIGENCE AGENCY
OF THE DEPARTMENT OF DEFENSE
OF THE UNITED STATES OF AMERICA**

AND

**THE MINISTRY OF DEFENCE
OF THE REPUBLIC OF SLOVENIA**

CONCERNING

**GEOSPATIAL-INTELLIGENCE INFORMATION EXCHANGE AND
COOPERATION CONCERNING**

**TOPOGRAPHIC PRODUCTS, DATA, PUBLICATIONS, AND RELATED
GEOSPATIAL INTELLIGENCE INFORMATION AND SERVICES**

1 PURPOSE

1.1 The purpose of Appendix I is to define in more detail the material type and procedures for the exchange of topographic products, data, publications, and related Geospatial Intelligence Information and services required for mutual co-production and are in the mutual interest of the National Geospatial-Intelligence Agency of the Department of Defense of the United States of America (hereinafter "NGA") and the Ministry of Defence of the Republic of Slovenia (hereinafter "MO").

1.2 The implementing organizations for this Appendix I are the National Geospatial-Intelligence Agency of the Department of Defense of the United States of America and the Civil Defence Agency of the Ministry of Defence of the Republic of Slovenia.

2 MATERIALS TO BE EXCHANGED OR PROVIDED

2.1 All topographic products, data, publications, and related Geospatial Intelligence Information provided under this Appendix shall be shipped according to the instructions in Section 4 (below) - "Shipment of Materials."

2.1.1 Copies of Topographic Maps: Copies of topographic products (preferably in digital format) shall be supplied upon request without charge.

2.1.2 Reproduction Materials: One (1) set of reproduction materials (preferably in digital format) shall be provided upon request. Reproduction materials provided by either Party may be used by the other Party to print stock for its use without prior written authorization from the originating Party.

2.1.3 Publications and related Geospatial Intelligence Information: Copies of topographic publications and related Geospatial Intelligence Information shall be exchanged without charge to either Party.

2.1.4 Information regarding Geographic Names: Information regarding geographic names gathered by either government shall be exchanged without charge to either Party.

2.1.5 Copies: Requests for additional copies, including regarding planning and operations, of topographic products, data, publications, and related Geospatial Intelligence Information shall be considered and such copies provided by the producing Party to the other Party.

2.2 Digital Topographic Products: Digital topographic products, data, publications, and related Geospatial Intelligence Information transferred under the provisions of this Appendix shall be exchanged, upon request, in formats mutually agreed upon between NGA and MO.

2.2.1 Digital Data Appendices: Digital topographic products and data shall be exchanged by the Parties free of charge.

2.2.2 Publications and related Geospatial Intelligence Information: Publications related to digital topographic data and related Geospatial Intelligence Information shall be exchanged by the Parties free of charge.

2.2.3 Software:

2.2.3.1 Each Party may supply the other Party with one (1) copy, free of charge, of releasable Geospatial Intelligence Information software, and any changes thereto, related to digital topographic products and data.

2.2.3.2 Each Party shall notify the other Party of all changes to Geospatial Intelligence Information software that has been provided under this Appendix.

3 REQUESTS FOR TOPOGRAPHIC PRODUCTS, DATA, PUBLICATIONS, AND RELATED GEOSPATIAL INTELLIGENCE INFORMATION AND SERVICES

3.1 The NGA may, at its sole discretion, satisfy the MO's requests for copies of any NGA-produced topographic products, data, publications, and related Geospatial Intelligence Information, with the exception of those subject to other bilateral agreements or other restrictions.

3.2 The MO may, at its sole discretion, satisfy the NGA's requests for copies of any MO-produced topographic products, data, publications, and related Geospatial Intelligence Information, with the exception of those subject to other bilateral agreements or other restrictions.

3.3 Distribution of the items exchanged upon request shall be as specified in Section 4 - "Shipment of Materials."

4 SHIPMENT OF MATERIALS

4.1 All shipments of topographic products, data, publications, and related Geospatial Intelligence Information by either Party to the other shall be accompanied by appropriate transmittal documents that list the contents of the shipment. These copies are not for Automatic Distribution.

4.2 All topographic products, data, publications, and related Geospatial Intelligence Information to be exchanged under this Appendix shall be sent free of freight charges. All shipment costs shall be borne by the sending Party.

4.3 All packages shall be clearly marked with the notation "NON-RETURNABLE EXCHANGE OF GEOSPATIAL INTELLIGENCE INFORMATION MATERIALS PER AGREEMENT BETWEEN THE UNITED STATES DEPARTMENT OF DEFENSE/REPUBLIC OF SLOVENIA MINISTRY OF DEFENCE."

4.4 Consignments may be sent through diplomatic channels.

4.5 The following addresses should be used for shipments of all topographic products, data, publications, and related Geospatial Intelligence Information:

4.5.1 TO NGA OF THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA:

4.5.1.1 For MO-produced topographic products, data, publications, and related

Geospatial Intelligence Information (copies, reproduction materials, geographic publications, catalogs, specifications, publications, etc.), and requests for bulk and additional copies as identified in the appendices, send to NGA:

National Geospatial-Intelligence Agency
ATTN: OIPE, D-136
4600 Sangamore Road
Bethesda, MD 20816-5003
TELEPHONE: (301) 227-2372
FAX: (301) 227-7620

4.5.2 TO THE MO OF THE REPUBLIC OF SLOVENIA:

4.5.2.1 For NGA-produced topographic products, data, publications, and related Geospatial Intelligence Information (copies, reproduction materials, geographic publications, catalogs, specifications, publications, etc.), and requests for bulk and additional copies as identified in the appendices, send to the MO :

Ministrstvo za obrambo Republike Slovenije
Direktorat za obrambne zadeve
Urad za civilno obrambo
SEKTOR ZA CIVILNO OBRAMBO
Vojkova cesta 55
SI-1000 Ljubljana
SLOVENIJA
TELEPHONE: ++386 1 431 8011
FAX: ++386 1 431 8006