

MEMORANDUM OF UNDERSTANDING

BETWEEN

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

AND

**THE MINISTER OF NATIONAL DEFENCE
OF THE REPUBLIC OF POLAND**

CONCERNING

**CO-OPERATION IN THE FIELD OF GEOSPATIAL
INFORMATION**

INTRODUCTION

The Ministry of Defence of the Republic of Slovenia and The Minister of National Defence of the Republic of Poland, hereinafter jointly referred to as “the Participants” and separately as “the Participant”;

RECOGNIZING the need for a bilateral arrangement concerning co-operation in the field of Geospatial Information (GI) and Geospatial Services (GS),

TAKING ACCOUNT OF the Agreement between the Government of the Republic of Slovenia and the Government of the Republic of Poland on the Exchange and Mutual Protection of Classified Information, (hereinafter referred to as the GSA), done in Warsaw on 14 May 2009 and any successive security agreement between the Participants;

TAKING ACCOUNT OF the Agreement between the Ministry of Defence of the Republic of Slovenia and the Minister of National Defence of the Republic of Poland regarding the Defence Cooperation, done in Warsaw on 26 November 2012;

HAVING REGARD TO the provisions of the Agreement Between the Parties to the North Atlantic Treaty Regarding the Status of Their Forces, done on 19 June 1951 (hereinafter referred to as the NATO SOFA);

Have reached the following understanding:

SECTION 1 DEFINITIONS

For the purpose of this Memorandum of Understanding (hereinafter referred to as “the MoU”) the terms and abbreviations below are defined, as follows:

Government Use	use by any organizations under jurisdiction of the Governments of the Participants for official purposes, but not including sales or transfers to Third Party.
Geospatial Information (GI)	facts about the Earth referenced by geographic position and arranged in a coherent structure. This includes, but is not necessarily limited to topographic, aeronautical, hydrographic, planimetric, relief, thematic, geodetic, geo-referenced imagery, geophysical products, data, information, publications and materials. These will be available in either analogue or digital formats.
Third Party	any government, individual, entity or organization not being a Participant to this MOU or organization under jurisdiction of the Government of the Participant to this MoU. Contractors engaged by a Participant on Government work for the purpose of disclosure to and use by them of GI and GS supplied under this MoU, are

not considered to be Third Party.

Geospatial Services (GS)

those activities, both static and deployed, necessary to obtain, manage, evaluate, analyze, interpret, exploit, produce, disseminate and use GI.

Catalogues

list of available GI produced by nation.

Intellectual Property Rights (IPR)

all legal rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields. It includes copyright and all rights in relation to inventions (including patent rights); registered and unregistered trademarks (including service marks); registered and unregistered designs and confidential information including trade secrets and know-how.

SECTION 2 PURPOSE

1. The purpose of this MoU is to strengthen co-operation between the Participants on matters specified in Section 3.
2. This MoU is also intended to enable a mutually beneficial exchange and/or supply of GI and other activities (including GS) specified in Section 3 of this MoU.

SECTION 3 SCOPE

1. This MoU covers
 - a) The exchange and/or supply of GI as follows:
 - Topographic maps and aeronautical charts,
 - Digital geospatial information,
 - Geophysical data,
 - Technical documents and information on technological developments,
 - Catalogues,
 - Additional material, data and information as agreed on a case-by-case basis;
 - b) Activity of GS;
 - c) Trainings (including the exchange of personnel);
 - d) Research and development initiatives.
2. Nautical publications and hydrographic charts are excluded from the scope of this MoU.

SECTION 4 MUTUAL RESPONSIBILITIES

1. Subject to paragraph 2 of this Section, exchanged GI will be used solely by the receiving Participant and for the Government Use of that Participant only, and will not be made available to any Third Party without prior written consent of the supplying Participant. The receiving Participant will, in accordance with applicable international and national law, take all necessary steps to prevent any unauthorized disclosure or use of such GI.
2. GI exchanged under this MoU will carry a copyright marking and, where applicable, handling notes. Each Participant will handle and use the exchanged GI in accordance with the national copyright and release restrictions for the GI provided by the other Participant. Copying of this GI will be conducted in accordance with Section 6 of this MoU.
3. The exchange of GI, subject to availability and to any applicable national security or Third Party restrictions will, as a rule, be made free of charge.
4. Delivery costs will be borne by the supplying Participant. Delivery costs include the costs of regular delivery at the receiving Participant's address. Details on delivery addresses are specified in Annex A to this MoU.

SECTION 5 STATUS OF THIS MOU

The provisions of this MoU are not intended to conflict with the international law and national law and regulations in force in the states of the Participants. In the case of conflict, the international law and national law and regulations in force in the states of the Participants will prevail. The Participants will notify each other in the event of any conflict arising.

SECTION 6 COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS

1. All permissions defined in this MoU are granted free of any copyright or other charges, in recognition of the production and operational support provided by one Participant for the other Participant.
2. The Participants grant each other non-exclusive licenses to reproduce, adapt, disseminate and use as source material exchanged GI, in accordance with the mutual responsibilities in this MoU.
3. The permissions granted in this MoU only cover reproduction of copyrighted GI for Government Use of the Participants. They do not cover the commercial use, including publication and sale, of such reproduced GI.
4. Arrangements on copyright issues for items co-produced by the Participants will, if required, be made between the Participants only on a case-by-case basis and will not be an integral part of this MoU.
5. The Participants will ensure that the IPR in GI provided or generated under this MoU are not misused by a Participant or a Third Party.
6. If a Participant creates a product primarily using source material provided by the other Participant, considerations relating to copyright, IPR and release to Third Party will be defined between the Participants on a case-by-case basis.

7. If a Participant receives information of a Third Party violation of copyright, IPR or release, that Participant will inform the other Participant without delay. Any actions will be decided upon mutual decision of the Participants.
8. Each Participant may, for Government Use only and with prior permission of the providing Participant, reproduce or modify by any chosen method the GI provided by the other Participant under this MoU. Any existing copyright and handling notes will appear on reproduced material. The modified GI will respect the copyright of the providing Participant, in accordance with guidance from the providing Participant.
9. For Government Use, analogue GI exchanged under this MoU may be converted to a digital format without requiring additional approval from the providing Participant. Such conversions will acknowledge the copyright of the providing Participant, in accordance with guidance from the providing Participant.

SECTION 7 SECURITY

1. The Participants intend primarily to exchange unclassified GI under this MoU.
2. In case of the necessity to provide or exchange classified information under this MoU, it will be used, transmitted, stored, handled and safeguarded in accordance with the GSA.

SECTION 8 CLAIMS AND LIABILITY

Claims arising out of or in connection with this MoU or follow-on arrangements will be dealt with in accordance with Article VIII of the NATO SOFA. Claims not covered by the NATO SOFA will be dealt with by the Participants involved on a case-by-case basis in accordance with applicable national and international law.

SECTION 9 AMENDMENTS

1. This MoU may be amended at any time, with the mutual written consent of the Participants. This may include the addition of further Annexes or the editing, replacement or removal of existing Annexes to this MoU.
2. Amendments will come into effect on the date of the last signature of the Participants.

SECTION 10 ANNEXES

1. Implementation of this MoU will be detailed in Annexes which will constitute an integral part of this MoU.
2. Annexes will not contain any provisions inconsistent with this MoU.

**SECTION 11
DISPUTES**

Any dispute regarding the interpretation or application of this MoU will be resolved solely by consultations between the Participants and will not be referred to any national or international tribunal or Third Party for settlement.

**SECTION 12
FINAL PROVISIONS**

1. This MoU becomes effective upon the date of last signature and will remain in effect for an unlimited period of time. Either Participant may, at any time terminate this MoU by giving at least three months written prior notice of termination to the other Participant.
2. In the event of termination each Participant will continue to comply with all the restrictions pertaining to the disclosure and use of GI exchanged or supplied by the other Participant until advised in writing by the other Participant that these restrictions are no longer applicable.
3. This MoU is signed in two originals in the English language.

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

Signature: 

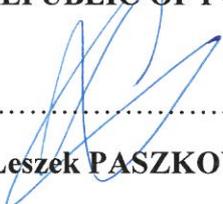
Mateja ROKVIČ

Acting Director General of the
Defence Affairs Directorate

Place: LJUBLJANA

Date: 01 JULY 2025

**FOR THE MINISTER
OF NATIONAL DEFENCE
OF THE REPUBLIC OF POLAND**

Signature: 

Colonel Leszek PASZKOWSKI

Chief of the Military Geospatial
Intelligence and Satellite Services Agency

Place: WARSAW

Date: 09 JUNE 2025

ANNEX A

**EXCHANGE AND/OR SUPPLY
OF GI AND GS**

BETWEEN

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

AND

**THE MINISTER OF NATIONAL DEFENCE
OF THE REPUBLIC OF POLAND**

1. PURPOSE

The purpose of this Annex is to define the arrangements and procedures for the exchange and/or supply of GI and GS between the Participants.

2. EXECUTIVE AUTHORITIES

The Participants nominate heads of the following organizational units responsible for establishment of Points of Contact (hereinafter referred to as “the PoCs”) and the implementation of this Annex:

- a) Defence Affairs Directorate (SVN-DAD) on behalf of the Ministry of Defence of the Republic of Slovenia
- b) Geospatial Intelligence and Satellite Services Agency (POL-ARGUS) on behalf of the Minister of National Defence of the Republic of Poland

PROCEDURES OF EXCHANGE AND/OR SUPPLY

- a) GI is listed in the e-catalogues. E-catalogues will be provided on request.
- b) The Participants grant each other permission to reproduce GI produced and supplied by other Participant if additional copies of the GI cannot be supplied in time.
- c) GI and GS will be provided on request, subject to availability and any national security or Third Party restrictions.
- d) Support to international operations: on request, the Participants will supply any owned GI, where required to assist the other Participant in support of international operations. Where both Participants are engaged in production to support an international operation, they will cooperate to prevent unnecessary duplication.
- e) Consideration will be given to any requests from any of the Participants for the provision of GS, training, exchange of personnel or exchange of information on research and development initiatives on a case-by-case basis.
- f) For Government Use, the Participants may publish unclassified digital GI on a geographic web portal, on the intranet of the Participant. Any existing copyright, releasability level and handling notes will appear in the metadata. The Participants will ensure proper security measures, protect information against misuse and such web portals should be accessible only to authorized personnel.

4. REQUEST FOR GI AND GS

- a) The primary PoC at the POL-ARGUS will be:

Geospatial Intelligence and Satellite Services Agency
Aleje Jerozolimskie 97
00-909 Warszawa
POLAND
Phone: +48 261 849 012
Fax: +48 261 849 384
E-mail: argus@mon.gov.pl

- b) The primary PoC at the SVN-DAD will be:

Defence Affairs Directorate
Vojkova cesta 55
1000 Ljubljana
SLOVENIA
Phone: +386 1 230 5266
Fax: +386 1 471 2978
E-mail: geo@mors.si

- c) PoC Responsibilities:

- In compliance with the e-catalogues and on request, the specified PoCs will supply each other with the analogue and digital GI and related materials;
- The PoCs will lay down the detailed arrangements for the implementation of regular exchange and the scope of the analogue and digital GI to be provided;
- In the event of classified GI being provided, the PoCs will ensure compliance with the applicable security regulations.

5. DELIVERY ADDRESSES

- a) GI supplied by the SVN-DAD to the POL-ARGUS will be addressed as follows:

- For analogue GI:

2 Regionalna Baza Logistyczna
ul. Marsa 110
04-470 Warszawa
POLAND

- For digital GI:

Geospatial Intelligence and Satellite Services Agency
(Agencja Rozpoznania Geoprzestrzennego i Usług Satelitarnych)
Aleje Jerozolimskie 97
00-909 Warszawa
POLAND

- b) GI supplied by the POL-ARGUS to the SVN-DAD will be addressed as follows:

- For analogue and digital GI:

Ministry of Defence
Defence Affairs Directorate
Vojkova cesta 55
1000 Ljubljana
SLOVENIA

- c) Supply of the GI to forces exercising in state-owned area of other Participant:
- The PoC within the Participant's hosting unit will be informed at the time of order.
 - GI will be supplied to the host unit for collection by the Participant's visiting unit.