

(b) **Copyrights**

- (i) Nothing in this Agreement shall be construed as granting, either expressly or by implication, to the other Party any rights to, or interest in, any copyrights of a Party or its Agency's Related Entities created prior to the entry into force of, or outside the scope of, this Agreement.
- (ii) Any copyrights in works created solely by either Party or any of its Agency's Related Entities, as a result of activities undertaken in performance of this Agreement, shall be owned by such Party or Related Entity. Allocation of rights between such Party and its Agency's Related Entities to such copyrights shall be determined by such Party's laws, regulations, and applicable contractual obligations.
- (iii) For any work jointly authored by the Parties and/or their Agencies' Related Entities, should the Parties decide to register the copyright in such work, they shall, in good faith, consult and agree as to the responsibilities, costs, and actions to be taken to register copyrights and maintain copyright protection, in any country.
- (iv) Subject to the provisions of Articles 10 and 12 (concerning Transfer of Goods and Technical Data, and Publication of Public Information and Results), each Party shall have an irrevocable, royalty-free right to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, and authorize others to do so on its behalf, any copyrighted work resulting from activities undertaken in the performance of this Agreement for its own purposes, regardless of whether the work was created solely by, or on behalf of, the other Party or jointly with the other Party, and without consulting with or accounting to the other Party.