

9. Each Party shall ensure that the other Party receives a licence for background intellectual property in the scope sufficient for that other Party's proper implementation of a Cooperation Project undertaken pursuant to this Agreement, provided any such licence shall be in writing and shall contain a prohibition against adapting, modifying, reverse engineering or further licensing the licensed intellectual property.

10. Business confidential information must be properly identified as such. Responsibility for this identification is on the Party or rightsholders involved in activities under this Agreement, demanding such confidentiality. Where information is identified as "business confidential information" and is furnished under this Agreement, each Party shall handle and protect this information in accordance with the national legislation, rules and administrative practices of the Party receiving the information. Information may be identified as "business confidential" if: a person receiving the business confidential information may derive an economic benefit from it or may obtain a competitive advantage over those who do not have it; and if the information is not generally known or publicly available from other sources; and if the rightsholder has not previously made the information available without imposing in a timely manner an obligation to keep it confidential. Neither Party shall publish or transfer to third parties information identified as "business confidential" furnished or created under this Agreement without the prior written consent of the Party or rightsholder transferring the business confidential information.

11. The Parties shall take all necessary measures in regard to their personnel, contractors, subcontractors, consultants, suppliers and sub-suppliers of material, equipment, goods, services or technology at any tier and their personnel to observe the obligation to keep the confidentiality of business confidential information.

#### ARTICLE XIV

##### **Environmental, Occupational Health, and Biological Security and Biological Safety Protections**

1. The Parties shall ensure that Cooperation Projects undertaken pursuant to this Agreement are implemented in accordance with sound environmental practices, and that all appropriate measures are taken prior to and during the implementation of Cooperation Projects to prevent and mitigate any adverse environmental effects.