

ARTICLE 10

Transfer of Goods and Technical Data

1. Each Party shall ensure that its Agency transfer only those technical data (including software) and goods necessary to fulfill their respective responsibilities under this Agreement, in accordance with the following provisions, notwithstanding any other provisions of this Agreement:

- (a) All activities under this Agreement shall be carried out in accordance with the Parties' respective national laws and regulations, including their export control laws and regulations and those pertaining to the control of classified information;
- (b) The transfer of technical data as described in an implementing arrangement, with regard to interface, integration, and safety shall normally be made without restriction, except as required in subparagraph 1(a) above;
- (c) All transfers of goods, proprietary data, and export-controlled technical data are subject to the following provisions:
 - (i) Each Party shall ensure that, in the event its Agency or its Agency's Related Entity finds it necessary to transfer goods, proprietary data, or export-controlled technical data, for which protection is to be maintained, such goods shall be specifically identified and such proprietary data or export-controlled technical data shall be marked;
 - (ii) Such identification for goods and such marking of proprietary data or export-controlled technical data shall indicate that the goods, proprietary data, and export-controlled technical data are to be used by the receiving Agency or Related Entity only for the purposes of fulfilling the receiving Agency's commitments under an implementing arrangement or a Related Entity's responsibilities under a contract made pursuant to this Agreement, and that the identified goods and marked proprietary data or marked export-controlled technical data are not to be disclosed or retransferred to any other entity without the prior written permission of the furnishing Agency or Related Entity;