

ARTICLE 9

Peaceful Non-Military Uses

Each Party shall ensure that all funds, material, Scientific Information, equipment, services, technology and expertise provided to the other Party or to its Participants in connection with the implementation of this Agreement are used solely for peaceful, non-military purposes and in a manner consistent with this Agreement.

ARTICLE 10

Use and Dissemination of Scientific Information

1. Each Party shall ensure that it identifies, through appropriate marking or otherwise, any Scientific Information that is either transmitted or created as a result of this Agreement or its implementation.
2. A Party receiving Scientific Information shall ensure that such information is protected in accordance with its applicable legislation. Subject to its applicable legislation, the receiving Party shall not divulge or transmit such Scientific Information to a third party not directly involved in the implementation of this Agreement without the prior written permission of the Party or Participant that provided the Scientific Information.
3. Each Party shall take all reasonable measures, in accordance with this Agreement, its legislation and international law, to protect Scientific Information against unauthorized use or disclosure.

ARTICLE 11

Intellectual Property

1. This Agreement is not intended to confer any right in Intellectual Property to a Party or a Participant if the basis for that right came or comes into existence prior to or outside the scope of this Agreement.
2. If Intellectual Property has been developed exclusively by one Party or Participant through activities under this Agreement, the rights to that Intellectual Property belong to that Party or Participant.