

2. Shall retain all right, title, and interest in and to any such invention, discovery, patent application or patent in its own or third countries but will, upon request of the other party, grant to the other party a royalty-free, non-exclusive, irrevocable licence for its own governmental purposes in such countries including use in the production of materials in such countries for sale to the other party by a contractor of such other party. Each party may deal with any such invention, discovery, patent application or patent in its own country and all countries other than that of the other party as it may desire, but in no event shall either party discriminate against citizens of the other country in respect of granting any licence under the patents owned by it in its own or any other country.

3. Waives any and all claims against the other party for compensation, royalty or award as respects any such invention or discovery, patent application or patent, and releases the other party with respect to any such claim.

B. 1. No patent application with respect to any classified invention or discovery made or conceived during the period of this Agreement in connection with subject matter communicated hereunder may be filed by either party except in accordance with mutually agreed upon conditions and procedure.

2. No patent application with respect to any such classified invention or discovery may be filed in any country not a party to this Agreement, except as may be mutually agreed and subject to Article X.

3. Appropriate secrecy or prohibition orders will be issued for the purpose of effectuating this provision.

#### ARTICLE X—Security

A. The Governments of the United States of America and Canada have adopted similar security safeguards and standards in connection with their respective atomic energy programmes. The two governments agree that all classified information and material, including equipment and devices, within the scope of this Agreement, will be safeguarded in accordance with the security safeguards and standards prescribed by the security arrangements between the Commission and the Atomic Energy Control Board of Canada, in effect on June 15th, 1955.

B. It is agreed that the recipient party of any material, including equipment and devices, and of any classified information under this Agreement, shall not further disseminate such information, or transfer such material, including equipment and devices, to any other country without the written consent of the originating country. It is further agreed that neither party to this Agreement will transfer to any other country any equipment or device, the transfer of which would involve the disclosure of any classified information received from the other party, without the written consent of such other party.