

4. Intellectual property rights related to inventions, discoveries and other science and technology achievements jointly developed solely by the Parties within the context of Cooperative Activities shall be allocated to each Party in accordance with the proportions jointly decided by the Parties in writing.

5. Unless the Parties agree otherwise in writing in accordance with their domestic procedures, any Intellectual Property arising from the results of a Joint Research Activity shall be governed by the Annex on Intellectual Property Arising from the Results of Joint Research Activities, which forms an integral part of this Agreement.

ARTICLE 12

Claims

1. For the purposes of this Article, the following terms shall be defined as follows:

- (a) "Damage" includes personal injury, loss of life, direct, indirect and consequential damage to property, economic loss or infringement of rights;
- (b) "Claim" includes demands, loss, costs, actions, suits or other proceedings of any kind;
- (c) "Party" includes a Party and its officers, servants, employees or agents.

2. Each Party shall waive all Claims it may have against the other Party based on Damage arising out of the implementation of this Agreement, with the exception of the Claims related to the enforcement of the express provisions of a contract or Intellectual Property Claims governed by Article 14(2) of this Agreement.

3. Notwithstanding paragraph 2 of this Article, each Party shall indemnify and hold harmless the other Party from and against any Claim for Damages, to the extent that the Damage arises from omissions or acts of the former Party's officers, servants, employees or agents, done with the intent to cause Damage or resulting from negligence, and carried out in the course of the implementation of this Agreement.