

3.2 Any information, technical data and materiel exchanged pursuant to this Memorandum shall be clearly labelled by the originator with a Restrictive Legend which sets forth the nature of any confidence that the originator has previously undertaken. The Party receiving information, technical data or materiel bearing such a Restrictive Legend shall adopt the necessary measures to ensure that the confidence is not breached. The receiving Party shall not be responsible to the originating Party for any alleged misuse or damages relative to that confidence in respect to such information, technical data or materiel received under this Memorandum which did not bear such a Restrictive Legend.

3.3 Classified Canadian mail is to be sent by diplomatic bag through the Canadian Embassy in Stockholm. Classified Swedish mail is to be sent by diplomatic bag through the Swedish Defence Attaché concerned in Ottawa.

3.4 The Party imposing security protection on information, technical data or materiel generated or exchanged pursuant hereto shall, sixty days in advance, notify the other Party of any intention to alter the degree of protection.

3.5 The Party obligated to safeguard the confidentiality of information, technical data and materiel received pursuant to this Memorandum will not be liable to the other Party for any loss or damage to any industrial, commercial or other interests, caused solely by the imposition of security protection.

3.6 The applicable Canadian and Swedish degrees of security classification and how they correspond are shown below—

Canada

Sweden

Secret

Confidential

Hemlig

Restricted

Review, Amendment and Termination

4.0 This Memorandum may be modified or terminated at any time with the concurrence of the two Parties. Either Party may terminate this Memorandum by giving six months' notice in writing to the other. It shall be reviewed periodically to ensure that the overall objectives are being achieved.

4.1 On termination of this Memorandum the obligation in respect of confidence and the security obligations as set forth in paragraphs 3.0, 3.1, 3.2, 3.3, 3.4, 3.5 and 3.6 shall continue as if such termination did not take place.

4.2 This Memorandum of Understanding shall be signed by authorized representatives of the two Parties and shall enter into force on the date of signature. It shall be prepared in the English, French and Swedish languages, each version being equally authentic.