

IV. BUSINESS-CONFIDENTIAL INFORMATION

In the event that information identified in a timely fashion as business-confidential is furnished or created under a Written Arrangement, each Party and its Cooperating Entities shall protect such information in accordance with applicable laws, regulations, and administrative practice. Information may be identified as business-confidential if a person having the information may derive an economic benefit from it or may obtain a competitive advantage over those who do not have it, the information is not generally known or publicly available from other sources, and the owner has not previously made the information available without imposing in a timely manner an obligation to keep it confidential. Without prior written consent, neither of the Parties or their Cooperating Entities shall disclose any business-confidential information provided by the other Party or its Cooperating Entity except to employees and government personnel authorized for the specific project. All such disclosures shall be for use only within the scope of their contracts or employment with the Parties or their Cooperating Entities relating to cooperation under the relevant Written Arrangement. The Parties or their Cooperating Entities shall impose, or shall have imposed, an obligation on those receiving such information to keep it confidential. If one of the Parties or its Cooperating Entity becomes aware that, under its laws or regulations, it will be, or may reasonably be expected to become, unable to meet the non-disclosure provisions, it shall immediately inform the other Party or its Cooperating Entity. The Parties or their Cooperating Entities shall thereafter consult to define an appropriate course of action.