

- (d) the term "Government or Organization of Origin" means the Government Party to this Agreement or NATO Organization first communicating technical information as being proprietary;
- (e) the term "Recipient" means any Government Party to this Agreement or any NATO Organization receiving technical information communicated as proprietary either directly by the Government or Organization of Origin or through another Recipient;
- (f) the term "disclosure in confidence" means disclosure of technical information to a limited number of persons who undertake not to disclose the information further except under the conditions specified by the Government or Organization of Origin;
- (g) the term "unauthorized disclosure" refers to any communication of proprietary technical information which is not in accordance with the conditions under which it was communicated to the Recipient;
- (h) the term "unauthorised use" refers to any use of proprietary technical information made without prior authorisation or not in accordance with the conditions under which it was communicated to a Recipient.

ARTICLE II

A. When for defence purposes, technical information is communicated by a Government or Organization of Origin, to one or more Recipients as proprietary technical information, each Recipient shall, subject to the provisions of paragraph B of this Article, be responsible for safeguarding this information as proprietary technical information which has been disclosed in confidence. The Recipient shall treat this technical information in accordance with any conditions imposed and take appropriate steps compatible with these conditions to prevent this information from being communicated to anyone, published or used without authorization or treated in any other manner likely to cause damage to the owner. If a Recipient should desire to have the imposed conditions modified, this Recipient shall, unless otherwise agreed, address any request to this effect to the Government or Organization of Origin from which the proprietary technical information was received.

B. If a Recipient ascertains that any part of the technical information communicated to it as proprietary technical information was, at the time of the communication, already in its possession or available to it, or was then or at any time becomes available to the public, the Recipient shall, so far as security requirements permit, notify the Government or Organization of Origin of that fact as soon as possible and if necessary make any appropriate arrangements with the latter for continuation of confidence, for maintenance of defence security and for return of documents.

C. Nothing in this Agreement shall be considered as limiting any defence available to a Recipient in any disagreement resulting from any communication of technical information.