

- (e) Nothing in this Article shall be construed to create the basis for a claim or suit where none would otherwise exist.
- (f) In the event of third-party claims for which the Parties may be liable, the Parties shall consult promptly to determine an appropriate and equitable apportionment of any potential liability and on the defence of any such claims.

ARTICLE 12

Publication of Public Information and Results

1. The Parties shall retain the right to release public information regarding their own activities under this Agreement. The Parties shall coordinate with each other in advance concerning releasing to the public information that relates to the other Party's responsibilities or performance under this Agreement.
2.
 - (a) The Parties shall make the final results obtained from joint activities available to the general scientific community through publication in appropriate journals or by presentations at scientific conferences as soon as possible and in a manner consistent with good scientific practices.
 - (b) Each Party shall ensure that its Agency include provisions for sharing of science data in the implementing arrangements.
3. The Parties acknowledge that the following data or information does not constitute public information and that such data or information shall not be included in any publication or presentation by a Party under this Article without the other Party's prior written permission: (a) data furnished by the other Party in accordance with Article 10 (concerning Transfer of Goods and Technical Data) of this Agreement which is export-controlled, classified or proprietary; or (b) information about an invention of the other Party before a patent application has been filed covering the same, or a decision not to file has been made.