

ARTICLE 3

Classified information that has been exchanged may be used only for purposes relating to the implementation of agreements or the execution of contracts or subcontracts approved by the Parties; it may not be used for advertising purpose. Know-how and property rights stemming from classified information, including industrial property rights, must be respected.

Classified information and its related know-how and property rights may not be divulged to a third country or to one of its nationals without the prior written approval of the originating Party.

Unclassified information relevant to classified projects may not be used for purposes other than those connected with the execution of the agreements and contracts set forth in this Article and in Article 1, without the written consent of the Parties.

The channel for requesting and receiving approval will be set out in the Appendix hereto, which is an integral part of this Agreement.

ARTICLE 4

Having taken knowledge of the security measures prescribed by their respective national laws and regulations, each of the Parties undertakes to protect the classified information exchanged under this Agreement and adopts the equivalence of the security classifications set out in the table below:

FRANCECANADA

SECRET DÉFENSE

SECRET

CONFIDENTIEL DÉFENSE

CONFIDENTIAL

DIFFUSION RESTREINTE

No equivalent
(will be treated as
CONFIDENTIAL in Canada)

ARTICLE 5

For every contract or subcontract involving classified information, a security annex shall be drawn up in which the originating Party shall specify the information to be protected by the recipient Party, as well as the security classification applicable to it.

Where the personnel will only have access to classified information at restricted sites other than those in their own establishments and will not reproduce or store anything classified, a security requirements clause specifying the level of clearance required shall be included in the contractual documents.

Such annexes or security requirements clause may be amended only by the originating Party. Copies of the security annexes and/or contractual documents