

restrictions as to use or disclosure except as otherwise restricted by national laws or regulations relating to export controls or classified information.

2. In the event a Party, in carrying out its responsibilities under this MOU, finds it necessary to transfer technical data other than that specified in paragraph (1) above, that are proprietary, and for which protection is to be maintained, such technical data will be marked with a notice indicating that it will be used and disclosed by the receiving Party and its contractors and subcontractors only for the purposes of fulfilling the receiving Party's responsibilities under this MOU, and that the technical data will not be disclosed or retransferred to any other entity without prior written permission of the furnishing Party. The receiving Party agrees to abide by the terms of the notice, and to protect any such marked technical data from unauthorized use and disclosure.
3. In the event a Party, in carrying out its responsibilities under this MOU, finds it necessary to transfer technical data and goods that are to be protected for export control purposes, the furnishing Party will mark it with a notice or otherwise specifically identify such technical data or goods. The notice or identification will indicate that such technical data and goods will be used and such technical data will be disclosed by the receiving Party and its contractors and subcontractors only for the purposes of fulfilling the receiving Party's responsibilities under this MOU. The notice or identification will also provide that such technical data will not be disclosed, and such technical data and goods will not be retransferred, to any other entity without prior written permission of the furnishing Party. The Parties agree to abide by the terms of the notice of identification and to protect any such marked technical data and identified goods. Nothing in this MOU requires the Parties to transfer technical data and goods contrary to national laws or regulations relating to export controls or control of classified data.
4. The Parties are under no obligation to protect any unmarked technical data or unidentified goods.

IX. CUSTOMS CLEARANCE AND MOVEMENT OF PERSONNEL

NASA and CSA will use their best efforts to arrange for free customs clearance of equipment required for this project. Also, subject to its laws and regulations, each of the Parties will facilitate provision of the appropriate entry and residence documentation for the other Party's nationals who enter, exit, or reside within its territory in order to carry out activities under this MOU. Such arrangements shall be fully reciprocal. In the event that any customs fees and/or taxes of any kind are still levied on the equipment and related goods for implementation of this MOU, after seeking to develop the necessary free customs clearance and waiver of applicable duties and taxes, such customs fees and/or taxes shall be borne by the Party of the country levying the fees and/or taxes.