

2. Each Party shall ensure that all rights in Intellectual Property developed exclusively by one Party in the context of a Cooperative Activity undertaken pursuant to this Agreement shall vest in that Party, unless otherwise decided by the Parties.
3. Each Party shall ensure that any Intellectual Property it holds and that is necessary for the effective conduct of a Cooperative Activity by the other Party or its Participants, shall be made available to such Party or its Participants prior to the commencement of the Cooperative Activity. Each Party shall take reasonable measures to ensure that its Participants provide the Intellectual Property they hold, and that is necessary for the conduct of a Cooperative Activity, in the same manner. A Party or its Participants shall not be required to grant more than a licence to use such Intellectual Property for the conduct of the Cooperative Activity concerned. The Intellectual Property that is necessary for the conduct of a Cooperative Activity shall be specifically identified in the Implementing Arrangement or contract relating to such Cooperative Activity.
4. Intellectual Property rights related to inventions, discoveries and other science and technology achievements jointly developed solely by the Parties within the context of Cooperative Activities shall be allocated to each Party in accordance with the proportions jointly decided by the Parties in writing.
5. Unless the Parties agree otherwise in writing in accordance with their domestic procedures, any Intellectual Property arising from the results of a Joint Research Activity shall be governed by the Annex on Intellectual Property Arising from the Results of Joint Research Activities, which forms an integral part of this Agreement.

## ARTICLE 13

### Claims

1. Each Party shall indemnify and hold harmless the other Party, its officers, servants, employees or agents, from and against all claims and demands, loss, costs, damages, actions, suits or other proceedings by whomsoever brought or prosecuted in any manner, based upon, or occasioned by any injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights caused by or arising directly or indirectly from any omission or other wilful or negligent act of the former Party or its officers, servants, employees or agents, in the course of the implementation of this Agreement.