

## ARTICLE 10

### Use and Dissemination of Information

1. Each Party shall ensure that Information that is transmitted under this Agreement or created as a result of its implementation and that it considers to be confidential is clearly defined and identified as such, through appropriate marking or otherwise.
2. Information covered by this Article shall be protected in accordance with the legislation applicable to the Party or Participant receiving the Information. Subject to the legislation applicable to the Party or Participant receiving the Information, such Information shall not be divulged or transmitted to a third party not directly involved in the implementation of this Agreement without the written permission of the Party or Participant that provided the Information.
3. Parties shall take all reasonable measures, in accordance with this Agreement, their respective legislation and international law, to protect Information covered by this Article against unauthorized use or disclosure.

## ARTICLE 11

### Intellectual Property

1. Nothing in this Agreement shall be construed as granting to the other Party or its Participants any rights in Intellectual Property belonging to a Party or its Participants that came into existence prior to or outside the scope of this Agreement.
2. All rights in Intellectual Property developed exclusively by one Party or a Participant in the context of a Cooperative Activity undertaken pursuant to this Agreement shall vest in that Party or Participant.
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 effective conduct of a Cooperative Activity, in the same manner. In any event, 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.