

## ARTICLE 5

### Protection of Confidential Information

1. The Parties shall take reasonable precautions to preserve the confidentiality of information, including commercial and industrial secrets, transferred between them pursuant to this Agreement.
2. A Party supplying information that it considers to be confidential shall take reasonable precautions to ensure that the information is clearly identified as confidential, in accordance with the law and policies of the Party.
3. The Parties shall take reasonable precautions to ensure that any information created in the implementation of this Agreement that they consider to be confidential is clearly identified as confidential, in accordance with the respective law and policies of the Parties.
4. A Party receiving or possessing information identified as confidential in accordance with paragraph 2 or 3 shall take reasonable precautions to ensure that:
  - (a) that information is used exclusively in accordance with this Agreement and not for any other purpose;
  - (b) that information is not disclosed or transferred to any other person without the prior written consent of the Party that supplied or created the information; and
  - (c) any person in that Party's jurisdiction receiving or possessing the information, and any other person to whom that information is disclosed or transferred pursuant to subparagraph (b), limits access to that information to individuals that must have access to such information.
5. In this Article, a Party is deemed to have taken "reasonable precautions" if that Party takes all precautions available to it to:
  - (a) protect confidential information in its possession and control;  
or
  - (b) require persons under its jurisdiction to protect confidential information in their possession and control.