

- (ii) Any rights to, or interest in, any invention resulting from activities undertaken in performance of this Agreement solely by either Party or any of its Agency's Related Entities, including any patents or other forms of protection, in any country, corresponding to such invention, shall be owned by such Party or, subject to subparagraph (a)(iv) of this Article, such Related Entity.

- (iii) It is not anticipated that there will be any joint inventions as a result of activities undertaken in performance of this Agreement. Nevertheless, in the event that an invention is jointly made by the Parties and/or their Agencies' Related Entities in the performance of this Agreement, the Parties shall, in good faith, consult and agree as to:
 - (A) the allocation of rights to, or interest in, such joint invention, including any patents or other forms of protection, in any country, corresponding to such joint invention;

 - (B) the responsibilities, costs, and actions to be taken to establish and maintain patents or other forms of protection, in any country, for each such joint invention; and

 - (C) the terms and conditions of any license or other rights to be exchanged between the Parties or granted by one Party to the other Party.

- (iv) With respect to any invention created in the performance of this Agreement and involving a Related Entity, allocation of rights between a Party and its Agency's Related Entity to such invention, including any patents or other forms of protection, in any country, corresponding to such invention, shall be determined by such Party's laws, regulations, and applicable contractual obligations.