

3. Each Party shall ensure that any Intellectual Property that it holds, and that is necessary for the effective conduct of a Cooperative Activity by the other Party or its Participant, is made available to that Party or Participant prior to the commencement of the Cooperative Activity. Each Party shall take reasonable measures to ensure that a Participant provides the Intellectual Property that it holds, and that is necessary for the effective conduct of a Cooperative Activity, in the same manner. In any event, a Party or its Participant is not required to grant more than a licence to use that Intellectual Property for the conduct of the Cooperative Activity concerned. The Intellectual Property that is necessary for the conduct of a Cooperative Activity is to be specifically identified in the Implementing Document relating to that Cooperative Activity.

4. Intellectual Property rights related to inventions, discoveries and other science, technology and Innovation achievements that are jointly developed solely by the Parties within the context of a Cooperative Activity are allocated to each Party in accordance with the proportions jointly decided upon by the Parties in writing.

5. Unless the Parties jointly decide otherwise in writing in accordance with their domestic procedures, any Intellectual Property arising from the results of a Joint Research Activity is governed by the Annex on Intellectual Property Rights that Arise from the Results of Joint Research Activity, which forms an integral part of this Agreement.

ARTICLE 12

Claims

1. For the purposes of this Article, the following terms are defined as follows:
 - (a) "Damages" includes personal injury, loss of life, direct, indirect and consequential damage to property, economic loss, and infringement of rights;
 - (b) "Claim" includes demands, actions, suits and other proceedings of any kind.
2. Each Party shall indemnify and hold harmless the other Party for any Claim for Damages 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.
3. The Parties shall hold consultations with respect to all Claims not covered by paragraph 2 and arising in the course of the implementation of this Agreement.