

(2) It is recognized that in carrying out their respective responsibilities as described in this Annex, it may be necessary for the agencies to provide or to exchange with each other certain technical data which the furnishing agency may desire to protect under disclosure restrictions, and to insure such protection, the furnishing agency will mark the technical data to be protected with the following notice:

Notice

These data are furnished pursuant to the Agreement of November 10, 1970 between the Government of the United States and the Government of Canada covering the joint participation of the National Aeronautics and Space Administration and the Department of Industry, Trade and Commerce in an augmentor wing flight test project. The National Aeronautics and Space Administration of the United States/Department of Industry/Trade and Commerce of Canada may use and duplicate these data and may disclose these data outside the United States Government/Canadian Government with the limitation that the data may be used only for purposes of the Project covered by the said Agreement. These data may not be otherwise disclosed outside the United States Government/Canadian Government without the prior approval of the National Aeronautics and Space Administration/Department of Industry, Trade and Commerce of Canada, and then only for the specific purpose or purposes defined in such approval. The recipient of these data is not impaired from using similar or identical data acquired from another source without restriction.

This notice shall be marked on any reproduction hereof, in whole or in part. These limitations shall automatically terminate upon 1 July 1978 or when these data are disclosed by the owner without restriction, whichever occurs sooner.

6. Technical data generated by either agency or its contractors as a result of their participation in the Project shall be transmitted promptly without restrictions to the other agency.

7. Technical data and reports resulting from the flight test program will also be made fully and freely available to both agencies without restriction. Prior to final publication of the reports on the program by either agency, draft copies will be transmitted to the other agency for review and comment.

8. Disclosure of data between agencies pursuant to the terms and conditions in this Annex shall not be construed as conveying any patent rights.

Background Patents and Data

9. It is recognized that, among the background patents which may relate to augmentor wing technology and which may be pertinent to the ultimate hardware developed under or subsequent to the Agreement, there are several held or applied for by DHC. In order to carry out the objectives of the respective agencies pursuant to the Agreement and to make the resulting technology accessible to the aircraft industries of the United States and Canada, the Department will obtain the following commitment from DHC:

"deHavilland of Canada Ltd. (DHC) agrees to grant United States domestic nominees of the National Aeronautics and Space Administration at a