

property is not directly or indirectly German enemy owned or controlled;

b) the recipient Party, if the proceeding may result in a determination that the property is not directly or indirectly German enemy owned or controlled and may thus prevent that Party from treating the released property as German enemy.

ii) If, after property is released under the Agreement:

a) the recipient Party is obliged as a result of litigation in its territory to surrender custodian control of the property, the releasing Party may reassert its custodian control over the property in order to make an independent test of the litigated issue;

b) the releasing Party is obliged as a result of litigation in its territory to make a disposition of the property which release has prevented it from making, that Party may reassert custodian control over the property in order to comply with the obligation imposed by the litigation.

If reassertion of custodian control by the releasing Party is required under this sub-paragraph, the recipient Party shall take appropriate action to facilitate such reassertion.

iii) At the request of the releasing Party, appropriate arrangements shall be made by the recipient Party prior to the release of any property:

a) assuring the releasing Party that it will be able to regain custodian control over the property or of the proceeds of sale or liquidation or of the value thereof, if required under the terms of sub-paragraph (ii) above;

b) for indemnification of charges or expenses which may be incurred by the releasing Party with respect to the released property after the date of release.

I. — The release of property under the provisions of the Agreement shall not terminate or otherwise affect the dedication of patents to the public, the placing of patents in the public domain or the grant of licenses to patents with or without royalty, pursuant to the provisions of Articles 1 or 2 of the German Patent Accord signed in London on July 27, 1946, or other agreement, when such action is taken prior to the release of the property.

J. — A Party shall be entitled at its discretion to refuse to accept a release under the provisions of the Agreement and in such event shall not be liable