

ARTICLE 10

Peaceful Uses

Each Party shall ensure that all funds, material, Information, equipment, services, technology and expertise provided to it or its Participants, by the other Party or the other Party's Participants, in connection with the implementation of this Agreement, shall be used solely for peaceful purposes and in a manner consistent with this Agreement.

ARTICLE 11

Use and Dissemination of Information

1. Each Party shall ensure that Information that is transmitted under this Agreement or created as a result of its implementation and that it considers to be confidential is clearly defined and identified as such, through appropriate marking or otherwise.
2. Information covered by this Article shall be protected in accordance with the legislation applicable to the Party or Participant receiving the Information. Subject to the legislation applicable to the Party or Participant receiving the Information, each Party shall ensure that such Information shall not be divulged or transmitted by it or its Participants to a third party not directly involved in the implementation of this Agreement without the written permission of the Party or Participant that provided the Information.
3. Parties shall take all reasonable measures, in accordance with this Agreement, their respective legislation and applicable international treaties and conventions relating to Intellectual Property to which both Canada and India are party, to protect Information covered by this Article against unauthorized use or disclosure.

ARTICLE 12

Intellectual Property

1. Nothing in this Agreement shall be construed as granting to the other Party or its Participants any rights in Intellectual Property belonging to a Party or its Participants that came into existence prior to or outside the scope of this Agreement.