

originating Party authorizes the recipient Party so to communicate to, transfer to or permit access to or use by such other nation or international organization; or

B. The originating Party has informed the recipient Party that the originating Party has so communicated to, transferred to, permitted access to or use by such other nation or international organization.

ARTICLE IX

Classification Policies

Agreed classification policies shall be maintained with respect to all classified information, materials or equipment communicated, exchanged or transferred under this Agreement. The Parties intend to continue the present practice of consultation with each other on the classification of these matters.

ARTICLE X

Patents

A. With respect to any invention or discovery:

1. either employing information which has been communicated or exchanged pursuant to Article II, or derived from any reactors and/or parts thereof or material or non-nuclear parts of atomic weapons systems transferred pursuant to Articles III and IV, and made or conceived after the date of such communication, exchange or transfer but during the period of this Agreement, by the recipient Party, or any agency or corporation owned or controlled thereby, or any of their agents or contractors, or any employee of any of the foregoing; or

2. not covered in sub-paragraph 1 above and made or conceived by any person representing, employed by, or acting for or on behalf of one Party (hereinafter referred to as the "sponsoring Party") or its contractor, while in the country of the other Party and assigned to an installation, plant, laboratory, institution or similar facility in the country of the other Party pursuant to this Agreement, the recipient or sponsoring Party (as the case may be) shall:

(a) be entitled to all right, title and interest in and to the invention or discovery, or patent application or patent thereon, in the country of the recipient or sponsoring Party (as the case may be) and in third countries; and

(b) obtain, by appropriate means, sufficient right, title and interest in and to the invention or discovery, or patents application or patent thereon, as may be necessary to fulfill its obligations under the following two sub-paragraphs and

(c) transfer and assign to the other Party all right, title and interest in and to the invention or discovery, or patent application or patent thereon, in the country of that other Party, subject to the retention by the recipient or sponsoring Party (as the case may be) of a royalty-free, non-exclusive, irrevocable license, with the right to grant sub-licenses, for all purposes and

(d) grant to the other Party a royalty-free, non-exclusive, irrevocable license, with the right to grant sub-licenses, for all purposes in the country of the recipient or sponsoring Party (as the case may be) and in third countries.