

ARTICLE 12

EXCHANGE OF TECHNICAL DATA AND GOODS

Each Party shall furnish to the other Party only those technical data and goods necessary to fulfill the responsibilities of the furnishing party under this Agreement. It is the intent of the Parties to effect such a transfer without restrictions as to use or disclosure, subject to the following:

1. In the event a Party finds it necessary to furnish technical data in carrying out its responsibilities under this Agreement that are proprietary, and for which protection is to be maintained, such technical data shall be marked with a notice indicating that it shall be used and disclosed by the receiving Party and its contractors and subcontractors only for the purposes of fulfilling the receiving Party's responsibilities under this Agreement, and that the technical data shall not be disclosed or retransferred to any other entity without prior written permission of the furnishing Party. The receiving Party agrees to abide by the terms of the notice, and to protect any such marked technical data from unauthorized use and disclosure.
2. In the event a Party finds it necessary to transfer technical data and goods in carrying out its responsibilities under this Agreement that are export-controlled, the furnishing Party shall mark such technical data with a notice and identify such goods. The notice or identification shall indicate that such technical data and goods shall be used and such technical data shall be disclosed by the receiving Party and its contractors and subcontractors only for the purposes of fulfilling the receiving Party's responsibilities under this Agreement. The notice or identification shall also provide that such technical data shall not be disclosed, and such technical data and goods shall not be retransferred, to any other entity without prior written permission of the furnishing Party. The Parties shall abide by the terms of the notice or identification and shall protect any such marked technical data and identified goods. Nothing in this article requires the Parties to transfer technical data and goods contrary to national laws or regulations related to export controls or control of classified data.
3. The Parties are under no obligation to protect any unmarked technical data or unidentified goods.