

- (iii) The Party of the receiving Agency or receiving Related Entity shall ensure that its Agency or Related Entity abide by the terms of the notice and protect any such identified goods and marked proprietary data or marked export-controlled technical data from unauthorized use and disclosure; and
- (iv) Each Party shall ensure that its Agency cause its Related Entity to be bound by the provisions of this Article related to use, disclosure, and retransfer of goods and proprietary data and export-controlled technical data through contractual mechanisms or equivalent measures.

2. The Party of the receiving Agency or receiving Related Entity shall ensure that the receiving Agency and the Related Entity use all goods, proprietary data, or export-controlled technical data, transferred in accordance with any implementing arrangement, exclusively for the purposes of the implementing arrangement under which such goods, proprietary data, or export-controlled technical data were transferred. Upon completion of the activities under that implementing arrangement, such Party shall ensure that the receiving Agency and the Related Entity return or, at the request of the furnishing Agency or its Related Entity, otherwise dispose of all goods and marked proprietary data or marked export-controlled technical data provided under that implementing arrangement, as directed by the furnishing Agency or Related Entity.

ARTICLE 11

Cross-Waiver of Liability

1. With respect to activities performed under this Agreement, the Parties agree that a comprehensive cross-waiver of liability will further cooperation in the exploration and use of outer space. This cross-waiver of liability, as set out below, shall be broadly construed to achieve this objective.