Chapter 5
Information and Intellectual Property

Article 18
Dissemination, Use and Protection of Information

1. For the purposes of this Chapter,
   (a) "information" means drawings, designs, computations, reports and other documents, documented data or methods of research and development, descriptions of inventions and discoveries, whether or not protectable; and
   (b) "business confidential information" means information containing know-how, trade secrets, or technical, commercial or financial information, which:
      (i) has been held in confidence by its owner;
      (ii) is not generally known or available from other sources;
      (iii) has not been made available by its owner to other parties without an obligation concerning its confidentiality; and
      (iv) is not available to the receiving party without obligations concerning its confidentiality.

2. Subject to the provisions of this Chapter, the Parties support the widest possible dissemination of information generated in the implementation of this Agreement.

3. Subject to the provisions of this Chapter, all information generated by the members of the Project Teams in the execution of the tasks assigned to them under this Agreement shall be made freely available to each of the Parties for use in the research and development of fusion as a source of energy for peaceful purposes.

4. Subject to the provisions of this Chapter, each Party shall be entitled to a nonexclusive, irrevocable and royalty-free license in all countries to translate, reproduce and publicly distribute scientific and technical journal articles, reports and books directly arising from the implementation of this Agreement. All publicly distributed copies of a copyrighted work prepared under the provisions of this Chapter shall indicate the names of the authors of the work unless an author explicitly declines to be named.

5. Subject to the provisions of this Chapter, all information generated by the personnel of an Implementing Agency in the execution of the tasks assigned to it under this Agreement shall be made freely available to the Project Teams and to
each of the Parties for use in the research and development of fusion as a source of energy for peaceful purposes.

6. Any contract placed on the initiative of an Implementing Agency or a Project Leader for the execution of a task assigned to them under this Agreement shall contain provisions to allow the Parties to meet their obligations under this Agreement.

7. Subject to its laws and regulations and to its obligations to third parties and to the provisions of this Chapter, each Party shall use its best efforts to make freely available to the Project Teams and to the Implementing Agencies any information at its disposal which they need for the execution of the tasks assigned to them under this Agreement.

8. If business confidential information is made available in the implementation of this Agreement, it must be duly marked so and transmitted pursuant to an arrangement of confidentiality. The recipient of such information shall use it for the implementation of this Agreement, and preserve its confidentiality to the extent provided in that arrangement.

Article 19
Intellectual Property

1. For the purposes of this Agreement, "intellectual property" shall have the meaning defined in Article 2 of the Convention Establishing the World Intellectual Property Organisation, done at Stockholm on July 14, 1967. In accordance with its laws and regulations, each Party shall ensure that the other Party can obtain the rights to intellectual property allocated in accordance with this Chapter. This Chapter does not alter or prejudice the allocation of rights between a Party and its nationals. Whether the rights concerning intellectual property shall be held by a Party or its nationals shall be determined as between themselves in accordance with their applicable laws and regulations.

2. Where protectable subject matter is generated by the members of the Project Teams in the implementation of this Agreement, the respective Project Leader shall promptly inform the Steering Committee with a recommendation on the countries where protection for such intellectual property should be obtained. Each Party, its Implementing Agency, or the members of the Project Teams made available by that Party shall, however, be entitled to acquire all right, title and interest in and to intellectual property in the territory of that Party. The Steering
Committee shall decide whether and how to seek protection for such intellectual property in third countries. In all cases where protection for intellectual property is obtained by a Party, its Implementing Agency or the members of the Project Teams made available by that Party, the Party shall ensure that the members of the Project Teams can freely use such intellectual property for the execution of the tasks assigned to the Project Teams.

3. If intellectual property is generated by personnel of an Implementing Agency in the execution of a task assigned to it under this Agreement, the Party of that Implementing Agency, the Implementing Agency or its personnel shall be entitled to acquire all right, title and interest in all countries in and to such intellectual property according to applicable laws and regulations. The Party of such Implementing Agency shall ensure that the members of the Project Teams can freely use such intellectual property for the execution of the tasks assigned to the Project Teams, and that the other Party is granted an irrevocable, non-exclusive and royalty-free license, with the right to sublicense, for research and development on fusion as a source of energy for peaceful purposes.

4. If intellectual property is generated by personnel made available through an Implementing Agency while working in the Implementing Agency of the other Party, subject to relevant applicable laws:
   (a) the receiving Party, its Implementing Agency or its personnel shall be entitled to acquire all right, title and interest in and to any such intellectual property in its own territory and in the third countries; and
   (b) the sending Party, its Implementing Agency or its personnel shall be entitled to acquire all right, title and interest in and to any such intellectual property in its own territory.

5. Each Party shall, without prejudice to any rights of inventors or authors under the applicable laws and regulations, take all necessary steps to seek the cooperation from such inventors or authors. including the personnel of its Implementing Agency, which are required to implement this Agreement. Each Party shall ensure the payment of awards and compensations to such inventors or authors, according to its laws and regulations.

6. Notwithstanding paragraphs 2 to 4, if a Party decides not to exercise its right to seek protection for intellectual property in any country or region, it shall so notify the other Party. and the other Party may then seek to obtain such protection.
Article 20
Expiry or Termination

The rights conferred and obligations imposed upon the Parties under this Chapter shall subsist in accordance with applicable laws and regulations after the expiry or termination of this Agreement.