

ARTICLE 7 DISCLOSURE AND USE OF CONFIDENTIAL OR PROPRIETARY INFORMATION

7.1 If documents supplied to one party by the other party ("Owner") are marked "Confidential" or "Proprietary", the recipient shall take all necessary steps to ensure that the contents of such documents are not disclosed to or used by, now or hereafter, any person, firm, corporation, or entity other than a person employed or engaged by the recipient whether under subcontract or otherwise for the performance of this contract. Any document marked "Confidential" or "Proprietary" and all copies made of any such document shall be returned by the recipient to Owner upon completion of the purpose for which they were provided, or destroyed by recipient at Owner's instruction.

7.2 Any disclosure to any person permitted under Paragraph 7.1 above shall be made in confidence and shall extend only so far as may be necessary to fulfill the purposes of this contract.

7.3 Except with the written consent of Owner, the recipient shall not make use of any document mentioned in Paragraph 7.1 above, including manufacture or sale to third parties, other than to fulfill the purposes of this contract.

7.4 The foregoing restriction on use and disclosure will not apply to information: (1) if such information is or becomes legally available to the public from a source other than the receiving party; (2) if such information is lawfully obtained by the receiving party without an obligation of confidentiality from a third party or parties; (3) if such information is known by the receiving party prior to such disclosure; or (4) if such information is, at any time, developed by the receiving party completely independent of such disclosures from the disclosing party