



NON-DISCLOSURE AGREEMENT

This agreement (the “Agreement”) is made as of [DATE], by and between Universidad de Los Andes, a nonprofit educational and research institution located in San Carlos de Apoquindo 2200, Las Condes; Santiago, Chile (hereinafter called “UNIVERSIDAD DE LOS ANDES” /“Discloser”), and [NAME OF RECEIVING PARTY], a [_____ corporation] (hereinafter _____/“Recipient”), whose address for notice under this Agreement is [ADDRESS].

1. Recipient will maintain the secrecy of the Confidential Information (as defined below) furnished to it by Discloser, by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication or the Confidential Information as Recipient uses to protect its own confidential proprietary information of a similar nature.

2. Recipient will not disclose or permit the disclosure of the Confidential Information to any person, except to Recipient’s corporate parents, subsidiaries, affiliates, officers, directors, employees, consultants, attorneys or accountants (collectively, “Recipient Related Parties”) but only on a need-to-know basis where such Recipient Related Parties shall agree in writing to maintain the confidentiality of the Confidential Information as set forth in this Agreement. Recipient will be responsible for any breach of confidentiality or any misuse of the Confidential Information by any Recipient Related Parties or any other party to whom Recipient discloses the Confidential Information.

3. Recipient will not use the Confidential Information for its own benefit, or for the benefit of a third party, and will not permit such use, except with the prior, express written consent of Discloser.

4. “Confidential Information” includes any trade secrets, knowledge, data or other proprietary or confidential information relating to products, processes, know-how, designs, developmental or experimental work, experimental protocols, computer programs, databases, other original works or authorship, customer lists, business plans, marketing plans and strategies, financial information or other subject matter pertaining to any business of Discloser or any of Discloser’s clients, consultants or licensees, whether communicated in writing or orally, and is marked as “confidential” or “proprietary” or “secret” at the time of disclosure, or is unmarked (including orally disclosed information), but is treated as confidential at the time of disclosure.

5. Notwithstanding the provisions of Section 4 of this Agreement, Confidential Information does not include information that (a) is generally known or available by publication, commercial use or otherwise through no fault of Recipient, (b) is known by Recipient at the time

of disclosure and is not subject to restriction, (c) is lawfully obtained from a third party who has the right to make such disclosure, or (d) is released for publication by Discloser in writing.

6. Recipient understands and agrees that Discloser is providing Confidential Information to Recipient in reliance on Recipient's agreement contained in this Agreement.

7. Recipient agrees that damages may not be an adequate remedy for a breach of this Agreement and that Discloser shall be entitled to equitable relief, including injunction and specific performance, without the necessity to post a bond, in the event of any breach of this Agreement by Recipient. Such remedies, however, shall not be deemed to be the exclusive remedies for any breach of this Agreement but shall be in addition to all other remedies available at law or in equity.

8. At any time, upon request by Discloser, Recipient will within five (5) business days of receipt of notice return all Confidential Information furnished to Recipient, and any copies or extracts thereof, and destroy any notes or analyses which are derived from or contain any Confidential Information.

9. Recipient's duty to protect Discloser's Confidential Information expires five (5) years after its return or destruction, in the case of Confidential Information embodied in tangible form, or after its receipt or development (whichever is later), in the case of any other Confidential Information.

10. Any notice, request, consent or waiver under this Agreement **must be in writing** and must be sent by first class mail, postage prepaid, or by national overnight courier (such as Federal Express), to the address for each party set forth above. A party may change its address for notice by prior notice in accordance with this Section 10. This Agreement may be modified only in a writing signed by both parties. This Agreement shall be governed by the laws of **CHILE**. This Agreement states the entire agreement of the parties with respect to its subject matter. This Agreement may be executed in counterparts.

RECIPIENT:

DISCLOSER:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT A

Initial Designation of Documents Containing Confidential Information

1. _____
2. _____
3. _____
4. _____
5. _____