NON-DISCLOSURE AGREEMENT

This Agreement is entered into as of ("Effective Date"), between Universidad de los Andes, RUT 71.614.000-8**,** a nonprofit educational and research institution located in San Carlos de Apoquindo 2200,Las Condes; Santiago, Chile (hereinafter called "**UNIVERSIDAD DE LOS ANDES**" and **COMPANY NAME**, having an office at _____, (hereinafter called "**COMPANY NAME**").

In order to protect certain confidential information that may be exchanged between them, the parties to this Agreement hereby agree as follows:

1. The parties' primary contacts for disclosing or receiving confidential information are:

For _____:_____ For _____:_____

2. A party receiving confidential information under this Agreement ("Recipient") will use the confidential information from the disclosing party ("Discloser") only for the purpose of:_____

3."Confidential Information" shall apply to all information disclosed by one party to the other by written, oral, or electronic means, including without limitation all information relating to the characteristics, specifications, development, use, manufacture, marketing, and intellectual property protection of the parties (all collectively "Confidential Proprietary Information").

4. In consideration of such disclosure, for a period of five (5) years from the date of the disclosure of Confidential Information, the RECIPIENT agrees not to disclose Confidential Information to any third party, or use it for any purpose other than as described herein, unless the DISCLOSING PARTY agrees otherwise in writing or unless the DISCLOSING PARTY can demonstrate that the disclosed information:

a- was known to the RECIPIENT prior to the disclosure by the DISCLOSING PARTY; orb- is or becomes publicly known through no fault or omission attributable to the RECIPIENT; or
c- is rightfully given to the RECIPIENT by a third party under no obligation of confidentiality to the DISCLOSING PARTY; or
d- is independently developed by RECIPIENT without the aid, application or use of such Confidential Information, as established by a preponderance of documentary evidence.

5. If the RECIPIENT or anyone to whom it transmits the Confidential Information pursuant to this Agreement is requested to disclose the Confidential Information in connection with a legal or administrative proceeding, RECIPIENT agrees to follow the directives in this section. RECIPIENT will give DISCLOSING PARTY prompt notice of the request. DISCLOSING PARTY may seek a protective order or other remedy and/or waive compliance with the provisions of this Agreement. If DISCLOSING PARTY, at its own expense, seeks a protective order or other remedy, RECIPIENT will cooperate with DISCLOSING PARTY. In the event that such protective order or other remedy is not obtained, RECIPIENT shall disclose only that portion of the Confidential Information which is legally required to be disclosed in the opinion of RECIPIENT's legal counsel.

6. The RECIPIENT will disclose this CONFIDENTIAL INFORMATION only to those employees who have a need to know of it as a part of the RECIPIENT's evaluation of the same and they shall hold such information in confidence pursuant to the terms of this Agreement just as they would the RECIPIENT's own Confidential Information, which in no event may be less than with reasonable care. The RECIPIENT will disclose the Confidential Information only to those consultants and subcontractors who have a need to know of it as part of the RECIPIENT's evaluation, but only if they are subject to a Confidentiality Agreement, containing terms and conditions substantially similar to those contained in this Agreement, with RECIPIENT that covers the Confidential Information

7. Each party agrees to return to the other all written CONFIDENTIAL INFORMATION received hereunder upon completion of its use or upon request of the party supplying the CONFIDENTIAL INFORMATION or certify in writing that it has destroyed all Confidential Information together with all copies thereof.

8. Each party warrants that it has the right to disclose the Confidential Information actually disclosed under this Agreement.

9. The RECIPIENT acknowledges and agrees that the DISCLOSING PARTY reserves all patent rights in and to any technical information and data covered by this Agreement and, notwithstanding anything to the contrary herein, this Agreement shall not constitute a license, assignment, or any other rights expressed or implied under any patent nor shall it constitute an option or other right to any such patent license.

10. Each party agrees, for a period of five (5) years from the effective date hereof, that it will treat the CONFIDENTIAL INFORMATION received from the other party with

reasonable care to avoid disclosure of the CONFIDENTIAL INFORMATION to any third party, person, firm or corporation, and each party shall be liable for unauthorized disclosure or failure to exercise such reasonable care.

11. The validity, interpretation and performance of this Agreement and any dispute connected herewith shall be governed and construed in accordance with the laws of the Republic of Chile.

12. Should any court of competent jurisdiction later consider any provisions of this Agreement to be invalid, illegal, or unenforceable, such provisions shall be considered severed from this Agreement. All other provisions, rights, and obligations shall continue without regard to the severed provision, provided that the remaining provisions of this Agreement are in accordance with the intentions of the parties.

13. This Agreement contains the entire understanding between the parties with respect to the Confidential Information and supersedes all prior understandings whether written or oral. Any modification, amendment or waiver of the terms of this Agreement shall require the written approval of authorized representatives of each party.

The parties have executed this Agreement, as signed below by an individual who warrants their authorization to obligate the party they represent.

José Antonio Guzmán Cruzat

Rector

Universidad de los Andes

Date:

Name:

Title:

Company name:

Date: