

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS AGREEMENT, is made this 9 day of May, 2012 by and between UNIVERSITY OF PUERTO RICO MAYAGUEZ ("Recipient"), and LOCKHEED MARTIN CORPORATION and LMC PROPERTIES, INC., both Maryland corporations (collectively, the "Company").

RECITALS

1. The Recipient has requested that the Company provide certain Confidential Information related to the Company's Puerto Rico business expansion, for the purpose of demonstrating Company's commitment to the project and investment regarding establishing an Industry-led, Regional Information Technology Academy ("Purpose").

2. The Company is willing to disclose Confidential Information to Recipient, but only on the condition that Confidential Information is kept confidential by Recipient and those permitted by Company to access the information on behalf of Recipient.

NOW, THEREFORE, in order to induce the Company to disclose certain Confidential Information to Recipient and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. "Confidential Information" includes confidential and proprietary information of any kind disclosed by the Company to the Recipient concurrently with or subsequent to this Agreement in connection with the Purpose, including without limitation program financials, capital investment, manpower and production schedules. "Confidential Information" further includes all information supplied by the Company concurrently with or subsequent to this Agreement in connection with the Purpose, and transmitted to the Recipient by the Company, or any compilation or analysis of such information made by the Company, or made by the Recipient from its review of the information, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure by Company.
2. The Recipient shall review and internally consider only that part of the Confidential Information that is applicable to the Purpose. No part of the Confidential Information shall be viewed, used or disseminated by the Recipient without the express consent of Company. No part of the Confidential Information, whether properly used or improperly viewed or obtained, shall be used for any purpose whatsoever other than the Purpose. Without limiting the applicability of the foregoing, the Recipient shall not export files, burn or copy electronic information in CD form, or print any documents, except in limited instances for transmittal of the same to the Company.
3. All Confidential Information shall be held by the Recipient in trust and confidence and shall be kept private and not disclosed to any third party or outside source, except as may be expressly authorized in writing in advance by the Company. The Recipient shall be liable to the Company for any breach of this Agreement by the Recipient, its directors, officers,

employees, contractors or any other related or unrelated third parties to whom Recipient discloses the Confidential Information,

4. The Recipient's confidentiality obligations do not apply to any portion of the Confidential Information that: (a) is or becomes publicly available, by other than unauthorized disclosure, (b) is independently developed by the Recipient, or (c) is required to be produced by order of a court or other legitimate authority; provided, that the Recipient gives the Company reasonable prior notice of the forced disclosure and, at the Company's request, uses reasonable efforts to obtain confidentiality protection for the Confidential Information.
5. No representations, or warranties, express or implied, are made by the Company as to the quality or accuracy of the Confidential Information provided to Recipient.
6. This Agreement shall remain in effect for a period of five (5) years from the date hereof.
7. The Recipient acknowledges that remedies at law may be inadequate to protect the Company from actual or threatened breach of this Agreement. Therefore, the Company shall be entitled to seek injunctive relief to enforce the terms of this Agreement, in addition to any other remedies available to it in law or equity.
8. This Agreement shall be construed in accordance with the laws of the Commonwealth of Puerto Rico.
9. All Confidential Information shall remain the exclusive property of the Company. Promptly after completion of each of its contractual duties to the Company, the Recipient shall promptly return all Confidential Information upon the written request of the Company, or verify in writing to the Company that all Confidential Information has been permanently eliminated from its electronic and other records, or otherwise destroyed.
10. It is expressly understood that this Agreement supersedes any previous agreement, written or oral, between the parties relating to the subjects contained herein and contains the entire and only agreement between the parties respecting this subject matter. This Agreement may only be modified in writing signed by both parties.
11. This Agreement shall commence on the later date of all signatures indicated below.

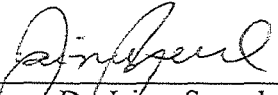
[Signatures on following page]

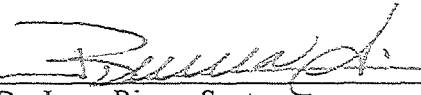



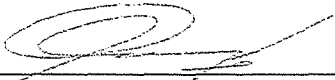
IN WITNESS WHEREOF, each of the parties has signed this Agreement, or has had it signed by its only authorized representative, as of the state date.


WITNESS:

UNIVERSITY OF PUERTO RICO-MAYAGÜEZ


Name: Dr. Jaime Seguel, Ph.D.
Title: Dean, College of Engineering
Date: May 18, 2012

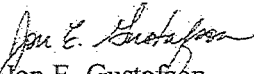
By: 
Name: Dr. Jorge Rivera Santos
Title: Chancellor
Date: May 25, 2012 


Name: Elvia M. Camayd-Vélez, Esq.
Title: Assistant Researcher, PI
Date: May 17, 2012


Name: Dr. Aidsa I. Santiago Román
Title: Assistant Professor, Co-PI
Date: May 17, 2012

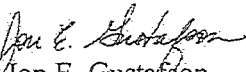
LOCKHEED MARTIN CORPORATION

Print Name: _____

By: 
Name: Jon E. Gustafson
Title: Lead, Workforce Partnerships & Incentives
Date: May 9, 2012

LMC PROPERTIES, INC.

Print Name: _____

By: 
Name: Jon E. Gustafson
Title: Lead, Workforce Partnerships & Incentives
Date: May 9, 2012