

SECRECY AGREEMENT

BETWEEN

LILLY DEL CARIBE, INC.

“LILLY”

AND

UNIVERSITY OF PUERTO RICO-MAYAGUEZ

SECRECY AGREEMENT

THIS SECRECY AGREEMENT is made between Lilly del Caribe, Inc. a Cayman Island corporation, whose principal place of business is in Carolina, Puerto Rico (hereafter referred to as "Lilly"), and University of Puerto Rico-Mayagüez, whose principal place of business is in Mayagüez, PR.

The parties are discussing potential uses for buildings at Lilly-Mayagüez facilities. To facilitate such discussions, it may be necessary or desirable for the parties to disclose to each other certain confidential information. Such disclosures shall be subject to the following obligations of confidentiality and non-use.

The receiving party shall hold in confidence information received from the disclosing party and shall not disclose such information to any third party nor use such information in its own operations without the prior written consent of the disclosing party. These obligations of confidentiality and non use does not have an expiration date.

The foregoing obligations of confidentiality and non-use shall not apply to information that:

1. Was known to the receiving party prior to its receipt from the disclosing party; or
2. Is known to the general public prior to its receipt from the disclosing party or subsequently becomes known to the public through no fault of the receiving party; or
3. Is obtained by the receiving party from a third party who is not under an obligation of confidentiality and has a lawful right to make such disclosure.

The parties understand and agree that certain information may have been licensed or disclosed by or to a third party under a secrecy agreement.

This circumstance shall not destroy the confidential nature of such information.

This Agreement does not obligate either of the parties hereto to grant or accept any license relating to any of the products or processes covered under this Agreement.

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PUERTO RICO. ANY DISPUTES BETWEEN THE PARTIES RELATING TO THIS AGREEMENT SHALL BE SUBMITTED SOLELY TO THE COURTS OF THE COMMONWEALTH OF PUERTO RICO.

Lilly

UPR-Mayaguez

Signature: _____

Signature: _____

Name: Teresita Colón

Name: Jorge Iván Vélez Arocho

Title: Director, SMN

Title: Chancellor

Date: _____

Date: April 7, 2006