

CONFIDENTIAL DISCLOSURE AGREEMENT

This Agreement is made as of November 2, 2002 ("Effective Date") by and between Medtronic, Inc., through its Cardiac Rhythm Management Division, located at 7000 Central Avenue NE, Minneapolis, Minnesota 55432 ("Medtronic") and University of Puerto Rico, Mayaguez Campus, with an address at P.O. Box 9042, Mayaguez, Puerto Rico 00681-9042 ("Undersigned"), for the purpose of protecting certain confidential information disclosed by Medtronic ("Discloser"). This Agreement contemplates that Medtronic will disclose confidential information to Undersigned ("Recipient"); it does not contemplate that Undersigned will disclose any confidential information to Medtronic.

1. Description of Confidential Information to be Disclosed. Discloser may disclose Confidential Information concerning the following products, subjects or matters to Undersigned:

manufacturing of leads and catheters

"Confidential Information", for purposes of this Agreement, shall be defined as any and all information that is not readily available to the public, including but not limited to strategic plans; organization charts; acquisition and divestiture information prior to authorized release; financial reports and information prior to authorized release; research and development information; information regarding proprietary processes, inventions and prototypes; product specifications; cost and price planning data; comprehensive customer and vendor databases; personally identifiable patient healthcare information; and clinical or other scientific test results prior to authorized release; as well as other information that, under the circumstances surrounding the disclosure, ought in good faith be treated as proprietary or confidential.

Medtronic may also disclose Confidential Information of one or more third parties ("Third Party Confidential Information"). For purposes of this Agreement, such Third Party Confidential Information shall be included in the definition of Confidential Information.

Confidential Information may be disclosed orally, in writing, by samples or prototypes, by inspections, or by other tangible media.

2. Confidential Markings. The obligation to maintain confidentiality shall only extend to information that is identified as confidential by the Discloser. Confidential Information disclosed in writing shall be clearly marked as "proprietary", "confidential", or the like. Confidential Information disclosed in any manner other than writing shall be preceded or followed by an oral or written statement that the information is Confidential Information falling within the terms of this Agreement, and such disclosure shall be followed within thirty days by a written statement describing, summarizing or reducing to writing the Confidential Information disclosed. The following particular items of Confidential Information are excepted from this marking requirement, and shall be entitled to presumptive confidential treatment under this Agreement:

information observed during plant tour, prints, specifications, drawings, materials samples

3. Use of Confidential Information. Recipient agrees that Confidential Information disclosed under this Agreement shall be used only for the following purpose(s):

to discuss possible business relationships and to tour Discloser's facility

Recipient expressly agrees that Recipient shall not decompile, reverse engineer or disassemble any sample device, prototype, hardware, software or other material, or any portion thereof, identified as Confidential Information by Discloser.

4. Standard of Care. Recipient agrees to treat Discloser's Confidential Information with the same degree of care as it uses to protect its own confidential information of like importance, but not less than a reasonable degree of care under the circumstances. Recipient shall disclose Confidential Information to employees and consultants only to the extent necessary to fulfill the purpose of this Agreement. To the extent necessary to protect Confidential Information, Recipient shall have appropriate written agreements with employees and consultants sufficient to enable compliance with all terms of this Agreement.

Recipient shall notify Discloser immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement by Recipient and its employees and consultants, and will cooperate with Discloser in every reasonable way to help Discloser regain possession of the Confidential Information and prevent its further unauthorized use or disclosure.

5. Time Period for Disclosure. This Agreement shall begin on the Effective Date and shall remain in effect for 2 years.

6. Time Period for Maintaining Confidentiality. Recipient shall hold Discloser's Confidential Information in confidence for a period of five years from the date of disclosure.

7. Exceptions. The restrictions and obligations imposed by this Agreement shall not apply to information that (a) is known to Recipient prior to receipt under this Agreement, as evidenced by written records; (b) is disclosed without restriction to Recipient in good faith by a third party who is in lawful possession of the information and who has the right to make such disclosure; (c) is or becomes public knowledge, by publication or otherwise, through no fault of Recipient; (d) is independently developed by Recipient without reference to any Confidential Information received hereunder; (e) is transmitted by Discloser after notification in writing by Recipient that Recipient does not wish to receive any additional Confidential Information from Discloser; and (f) is required to be disclosed by law, court order, or subpoena, provided, however, that the party faced with such compulsion shall provide reasonable notice before making such disclosure to enable the other party to challenge the basis of the disclosure.

8. Return of Confidential Information. Upon request, Recipient shall promptly return to Discloser all of Discloser's Confidential Information and all copies thereof, or, at Recipient's election, shall destroy all such Confidential Information (in which instance an authorized officer of Recipient shall certify that such destruction has been completed). That portion of Discloser's Confidential Information that consists of reviews, analyses, compilations, notes, or other documents prepared by Recipient, its employees or advisers, may be held by Recipient, provided Recipient keeps it confidential pursuant to the terms of this Agreement. Material samples, device samples, and prototypes shall be returned rather than destroyed. Recipient may, if Recipient so elects, retain one copy of Discloser's Confidential Information in a secure location with appropriately restricted access for the limited purpose of enforcing Recipient's rights under this Agreement before a court of competent jurisdiction or pursuant to the requirements of a governmental agency or by operation of law.

9. Confidential Nature of Agreement. The parties agree to hold in confidence the fact that the parties have executed this Agreement and that they are having these discussions, unless agreed otherwise in writing.

10. Miscellaneous.

Nothing in this Agreement shall be deemed to grant either party any license to the other party's intellectual property or to guarantee any future business relationship.

Each Discloser warrants that it has the right to make the disclosures under this Agreement. NO OTHER WARRANTIES ARE MADE BY EITHER PARTY UNDER THIS AGREEMENT. ANY INFORMATION EXCHANGED UNDER THIS AGREEMENT IS PROVIDED "AS IS".

The parties agree to adhere to all applicable laws, regulations and rules relating to the export of technical data, and shall not export or re-export any technical data, any samples or prototypes received hereunder, or the direct product of such technical data to any proscribed country listed in such applicable laws,

regulations and rules unless properly authorized. The parties further agree to comply with applicable federal and state health information confidentiality laws and regulations as to any personally identifiable patient healthcare information included as part of Confidential Information hereunder.

This Agreement contains the entire agreement of the parties with respect to the subject matter, and there are no representations, warranties, promises or undertakings other than those stated herein. This Agreement is not intended to and shall not supersede the terms and provisions of any other written agreements between the parties concerning the subject matter of such other agreements. This Agreement may not be amended except in writing signed by both parties. The Agreement shall be governed by the laws of the State of Minnesota.

MEDTRONIC, INC.

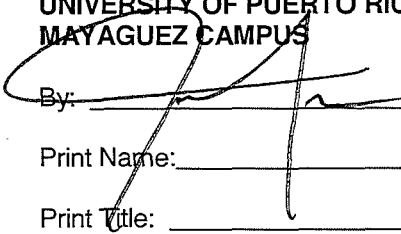
By: _____

German Torres

Plant Manager

Date: _____

**UNIVERSITY OF PUERTO RICO,
MAYAGUEZ CAMPUS**

By:  _____ *sev*

Print Name: _____

Print Title: _____

Date: _____

By:  _____

Print Name: Rafael Fernández Sein

Print Title: Medical Devices Research Group Representative.

Date: 2 November 2002