

NON-DISCLOSURE AGREEMENT (MUTUAL)

This Non-Disclosure Agreement (this "Agreement") dated _____ (the "Effective Date") is made by and between Bristol-Myers Squibb Company, having an address

Operations of the Puerto Rico branch, Yann Cardot ("BMS") and **University of Puerto Rico-Mayaguez Campus** having an address _____
Mayaguez, hereby represented by its Acting Chancellor Lucas Noé Avilés Rodríguez. ("Company")

PRELIMINARY STATEMENTS

- A. Each of the parties owns or controls information that they consider confidential and proprietary, defined below as Confidential Information.
- B. The parties desire to disclose certain of their Confidential Information to each other for the purpose of **Information to be Disclosed**.

The parties agree as follows:

I. Definitions.

- (a) "Affiliate(s)" means a business entity which directly or indirectly Controls or is under the Control of the party.
- (b) "Control" means the ownership of more than 50% of the issued shared capital in the relevant entity or the power to direct or cause the direction of the general management and policies of the relevant entity.
- (c) "Disclosing Party" shall mean a party that discloses Confidential Information to the Receiving Party under this Agreement.
- (d) "Receiving Party" shall mean a party that receives Confidential Information from the Disclosing Party under this Agreement.
- (e) "Confidential Information" shall include, but is not limited to, any and all of the Disclosing Party's or its Affiliates' clinical data and research results, technical and non-technical data, formulae, ideas, know-how, materials, methods, operational information, patent applications, plans, procedures, pre-clinical data and results, processes, product information, projections, specifications, standards, strategies, technical information, techniques, trade secrets, tools, or other clinical, technical or business information of Disclosing Party, whether written, graphic, oral, visual,

tangible or intangible, in any form or format (including machine or computer readable code), samples or specimens furnished directly or indirectly.

- (f) Confidential Information does not include the following:
 - (i) information that is now in the public domain or subsequently enters the public domain through no breach of this Agreement;
 - (ii) information that the Receiving Party lawfully receives from any third party without restriction as to use or confidentiality as shown by written or other tangible evidence; and
 - (iii) Information that is independently developed by or for the Receiving Party by persons without access to the Confidential Information.

2. Required Disclosures. If Receiving Party receives a subpoena or other validly issued administrative or judicial process demanding Confidential Information, Receiving Party will (a) promptly inform the party or entity issuing such subpoena or other government process of the existence of this Agreement; (b) immediately notify the Disclosing Party of the disclosure requirement (which will include a copy of any applicable subpoena or order); (c) afford the Disclosing Party a reasonable opportunity to oppose, limit or secure confidential treatment for the required disclosure; and (d) not oppose any effort by the Disclosing Party to quash any such subpoena or other government process. If the Disclosing Party fails to intervene to quash said subpoena or other government process after being given notice and a reasonable opportunity to do so, or if such motion is denied by a court of competent jurisdiction, the Receiving Party will disclose only that portion of the Confidential Information of the Disclosing Party that the Receiving Party is legally required to disclose. In the event that any Confidential Information is ordered produced in an action or proceeding, it will not lose its confidential status through such use, and Receiving Party will take all reasonable and necessary steps to protect its confidentiality.

3. Return of Confidential Information. Upon the termination or expiration of this Agreement, or at any other time upon the written request of Disclosing Party, Receiving Party will promptly return to Disclosing Party or at Disclosing Party's request, destroy all Confidential Information in Receiving Party's possession or control, together with all copies, summaries and analyses, regardless of the format in which the information exists or is stored. In case of destruction, Receiving Party will promptly send a written certification that destruction has been accomplished to the Disclosing Party. However, Receiving Party is entitled to retain one copy of Confidential Information for the sole purpose of determining its obligations under this Agreement.

4. Permitted Disclosures. Receiving Party agrees that it will not disclose Confidential Information to any third-party without prior written consent of the Disclosing Party. Notwithstanding the foregoing, BMS may disclose Company's Confidential Information to an agent of BMS performing services to BMS related to the

Permitted Purpose, provided that such agent is under obligations of confidentiality regarding Company's Confidential Information at least as restrictive as those within this Agreement. Receiving Party agrees to disclose Confidential Information only to those of its or its Affiliates' officers and employees whose duties justify the need to know the Confidential Information for the Permitted Purpose. Upon disclosing Confidential Information to its or its Affiliates' officers and employees, Receiving Party will advise said officers and employees of the confidential nature of the Confidential Information and the relevant obligations contained in this Agreement. Receiving Party will be liable for unauthorized disclosure of Confidential Information by its or its Affiliates' officers or employees.

5. Use of Confidential Information. Receiving Party agrees not to use Confidential Information for any purpose other than for the Permitted Purpose without Disclosing Party's prior written consent.
6. Term and Duration of Confidentiality. This agreement is effective as of the Effective Date and expires on the third anniversary of the Effective Date. The obligations of confidentiality survive expiration or earlier termination of this Agreement for 5 years.
7. Irreparable Harm. The Receiving Party (on behalf of itself and its Affiliates) acknowledges that breach of this Agreement will cause the Disclosing Party irreparable harm, for which monetary damages will be an inadequate remedy. Therefore, in the event of breach of this Agreement, Disclosing Party is entitled, in addition to any other remedy available at law or in equity, to injunctive relief or an order for specific performance.
8. Rights to Confidential Information. Nothing in this Agreement is intended to grant or create any right or license to the Receiving Party or its Affiliates with respect to any patent rights, copyrights, trademarks or other intellectual property rights owned or controlled by the Disclosing Party or its Affiliates, except as necessary for the Permitted Purpose.
9. Future Agreements. Nothing in this Agreement is intended to be construed as a commitment by either party or their respective Affiliates to enter into any additional agreement(s) or from preventing either party from entering into similar discussions with any third party.
10. Assignment of Agreement. This Agreement may not be assigned in whole or in part by either party without prior written consent of the other party, which consent will not be unreasonably withheld or delayed. Any such assignment by either party shall be null and void and of no force or effect. Notwithstanding the foregoing, BMS may assign this Agreement to an Affiliate without the prior written consent of Company.
11. Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venturer, or employee of the other party for any purpose.

12. Governing Law. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of New Jersey without regard to its conflict of laws principles.
13. Entire Agreement. Each party agrees that this Agreement embodies the entire understanding between the parties and supersedes and replaces any and all prior understandings, arrangements, and agreements whether oral or written relating to the subject matter of this agreement.

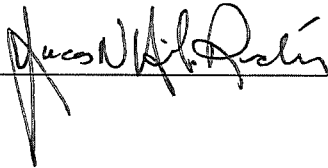
[SIGNATURES ON NEXT PAGE]

Signature page to NON-DISCLOSURE AGREEMENT effective as of _____

Bristol-Myers Squibb Company

University of Puerto Rico-Mayaguez

By: _____

By:  _____ *AKC*

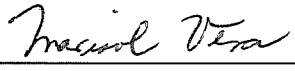
Name: Yann Cardot _____

Name: Lucas N. Avilés Rodríguez

Title: General Manager, Puerto Rico branch

Title: Acting Chancellor

Recommended:



Marisol Vera
Acting Director
UPRM-R&D Center *AKC*