**CONFIDENTIALITY AGREEMENT**

Formato Controlado FOR-DC-367

Versión 00

Between, the Company ... (Company Name), hereinafter referred to as the "SUPPLIER", and the CATALOGUE DIRECTION of Agencia de Compras de las Fuerzas Armadas designated to represent it for the purposes of this act, hereinafter referred as the “ACFFAA”.

Referred separately as the "PART" and collectively as the "PARTIES"

a) In view that the SUPPLIER wishes to be incorporated into the Foreign Market Suppliers Registry of the ACFFAA,

b) Considering that as a SUPPLIER of the ACFFAA it may be desirable or necessary for the PARTIES to exchange information of a technical, financial, commercial or other confidential or proprietary nature,

c) In view that the PARTIES wish to agree the conditions for the delivery and protection of this information and the rules for its reservation and use,

d) Therefore, in attention to the mutual agreement contained in this document and limited by applicable laws, the PARTIES agree:

1. The PARTIES compromise that the provisions of this agreement will be mandatory and duly complied by all the units and entities that comprise them.

2. Each of the PARTIES will be responsible for the material and classified information, from the moment they are received.

3. The PARTIES are not authorized to disclose the material and classified information, as agreed in this agreement, to any third party, without the prior consent of the originating PARTY.

4. The PARTIES compromise to refrain making publications of any kind, related to the works, information and agreements that are made according to what is established in this Agreement, without prior authorization from the originating PARTY.

5. The PARTIES will ensure that their respective subcontractors, consultants and advisers comply with all the reservation obligations of this commitment and are responsible for their suitability, just as if they were from their own company.

6. The term "classified information" includes any classified information in any form, including, but not limited to, written, oral, visual or magnetic and computational forms.

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7. The term "material" can be any document, product or substance, where the information can be registered or incorporated and will include everything, without considering its physical nature including, but not limited to: hardware, software, diskettes, equipment, machinery, apparatus, devices, models, photographs, recordings, reproductions, maps, plans and charts, as well as other products, substances or items from which information can be obtained.

Signed, (Date)

**BY THE SUPPLIER** **BY ACFFAA**

Name: Name:

Position: Position:

Date: Date

Signature: Signature: