

RESEARCH, CONFIDENTIALITY AND INTELLECTUAL
PROPERTY AGREEMENT

This Research, Confidentiality and Intellectual Property Agreement ("Agreement") is made and entered into as of the 30 day of Sept., 2010 (Effective Date), by and between Chr. Hansen, Inc. located at 9015 West Maple Street in Milwaukee, WI 53214-4298 ("COMPANY") and University of Puerto Rico ("INSTITUTION"), Mayaguez Campus, with Abner Rodriguez, Ph.D. Professor as Principal Investigator ("PI").

WHEREAS, COMPANY has the rights to or ownership of the rights of a certain product, identified herein as silage inoculant ("PRODUCT") and desires to work with INSTITUTION to conduct a study directed by protocol titled "Silage experiments with maize testing fermentation characteristics and aerobic stability when adding different blends of bacterial strains" (the "Study" as further described in Exhibit A, attached hereto and made a part hereof by reference); and

WHEREAS, INSTITUTION has the facilities and the personnel with the requisite skills, experience, and knowledge to undertake such Study; and

WHEREAS, the Study contemplated by this Agreement is of mutual interest and benefit to COMPANY and INSTITUTION;

NOW, THEREFORE, the parties agree as follows:

1. Description of the Study. PI and the INSTITUTION agree to conduct the Study with COMPANY to determine the performance of different silage additives on silage quality.
2. Study Materials. COMPANY will provide required amount of PRODUCT for the Study.
3. Principal Investigator. The PI agrees to use his best efforts to perform the work required under this Agreement.
4. Compliance with Laws. The Study will be conducted in accordance with, and the INSTITUTION and PI shall comply with, all federal, state and local laws and regulations applicable to the Study.
5. Study Term and Payment. COMPANY shall provide the Product and financial support for this Study. Pursuant to the Agreement between the parties, the effective period commences September 2010 and ends, at latest, April 1, 2011. Compensation shall be made in the amount of Five Thousand Five Hundred Dollars (\$5,500.00) to INSTITUTION. Payment shall be made as follows:
 - a. One-half (50%), \$2,750.00, will be due upon receipt of the signed Research, Confidentiality and Intellectual Property Agreement;
 - b. The remaining one-half (50%), \$2,750.00, will be due upon receipt by COMPANY of (1) a written Final Report, (2) copies of all raw data pertaining to the Study, and (3) an official invoice from INSTITUTION. Materials and methods constituting the Study are contained in the Study Protocol, attached hereto as Exhibit A and incorporated herein by reference. The Final Report is due no later than April 1, 2011.
6. Termination. In the event either party hereto shall commit any breach or default under the terms of this Agreement, and shall fail to remedy such breach or default within thirty (30) days after receipt of written notice thereof from the other party thereto, the party giving notice may, at its option and in addition to any other remedies which it may have in law or in equity, terminate this Agreement by sending notice of termination to the other party, and the termination shall be effective immediately. In addition, COMPANY may terminate this Agreement upon thirty (30) days written notice and the INSTITUTION will

Project no 80093
Version 26-08-2010
2 of 14

provide an invoice or refund (if payments have been received) to the COMPANY reconciling all expenses or overpayments.

7. Reporting. All data generated during the Study will be disclosed to COMPANY, and shall be freely usable by COMPANY consistent with the terms of this Agreement. The PI will provide a written final report within two (2) months of the end of the silo Study.

8. Confidential Information. "Confidential Information" will mean all information concerning the study, any data derived therefrom, or any other trade secrets, information, technical data, know-how, and other confidential and proprietary information, including, but not limited to, that which relates to research, products, services, customers, markets, software, product plans developments, inventions (whether patentable or not), compounds, manufacturing processes, strategies, processes, designs, drawings, marketing or finances provided by one party to the other regarding the Study. Specifically excepted from this definition is all information (a) that was previously known by the receiving party as shown by such party's written records in existence prior to such disclosure, (b) that is publicly disclosed except by breach of this Agreement either prior to or subsequent to the receiving party's receipt of such information; (c) that is rightfully received by the receiving party from a third party lacking an express obligation of confidence, or (d) that, as shown by the written records of the INSTITUTION, is independently developed by INSTITUTION personnel that have not had access to such Confidential Information. Neither party will disclose or use Confidential Information without authorization from the other. This provision shall remain in effect for five (5) years following the termination of this Agreement.

INSTITUTION will not directly or indirectly disclose or reveal any Confidential Information to any persons, firms or entities, except to attorneys or professional advisors who are actively and directly participating in the evaluation of the research, each of whom shall be informed of the confidential nature of the information and each of whom shall be provided with a copy of this Agreement, which they shall be required to acknowledge in writing attesting that they will observe the same terms and conditions as if they were an original party to this Agreement. Further, INSTITUTION represents and warrants that it will not use any Confidential Information in any way detrimental to COMPANY or for any purpose other than in connection with the proposed research, product development, and exploitation of the market. Further, except as may be required by law or judicial process, INSTITUTION shall not disclose to any person or entity the terms, conditions or other facts with respect to the research, (including the existence or status thereof) or the Confidential Information shared and/or created by or in relation to the Study.

All Confidential Information shall remain the property of the COMPANY. Upon completion of the final report and or written notice from COMPANY, INSTITUTION will return promptly all written or tangible material containing or reflecting any Confidential Information provided as a part of the research without retaining any copies, summaries, analysis, or extracts thereof. All documents, memoranda, notes and other writings prepared by INSTITUTION based on the Confidential Information that may have been provided shall be surrendered to COMPANY or destroyed and such destruction shall be certified in writing to COMPANY.

INSTITUTION shall restrict its use of Confidential Information to the purposes of the Agreement. No other right or license to use Confidential Information or any other technology or intellectual property of either party is granted hereunder.

In the event of a breach of this Agreement, or in the event that a breach appears imminent, the parties shall be entitled to all legal and equitable remedies afforded by law as a result of the breach, including the right of specific performance.

9. Inventions and Patent Rights. It is recognized and understood that inventions and technologies owned by INSTITUTION or COMPANY and existing at the date when this Agreement becomes effective are the separate property of INSTITUTION or COMPANY, respectively, and are not affected by this Agreement, and none of the parties shall have any claims or rights in such separate inventions or technologies of the other parties.

INSTITUTION and PI agree to neither analyze the structure of the PRODUCT and/or inoculant nor have it analyzed. All unused PRODUCT and/or inoculant shall be returned to INSTITUTION or COMPANY or documented as destroyed by PI upon receipt of written request of INSTITUTION or COMPANY.

All inventions and discoveries that are enhancements, modifications, improvements, new uses or proof of concept for PRODUCT or for existing technology and are made or conceived in the course or as a result of the Study (New Company Inventions) shall be the sole property of COMPANY.

INSTITUTION and PI agree to immediately disclose any and all new PRODUCT related Inventions to COMPANY and any information relating to New COMPANY Inventions shall be considered Confidential Information. The INSTITUTION and PI agree to sign and use best efforts to cause their employees, agents or consultants to sign any and all documents necessary to assign all right, title and interest to New Company Inventions to COMPANY.

10. Representations and Warranties. INSTITUTION represents and warrants that, (i) it has the capability, resources, and expertise to fulfill in an expert, professional manner and in accordance with generally acceptable industry standards the services described under this Agreement; (ii) it has no obligations, contractual or otherwise, that would conflict with or prevent it from carrying out the terms of this Agreement; and (iii) it will immediately notify COMPANY in writing of any situation that may arise which may prevent INSTITUTION from adhering to these representations and warranties. Upon such notice, COMPANY shall have the option to immediately terminate this Agreement without further liabilities to INSTITUTION.

11. Use of a Party's Name. Except for INSTITUTION's and PI's reports of research, neither party will, without prior written consent of the other party, use in advertising, publicity, or otherwise the name, trademark, logo, symbol, or other image of the other party or that party's employee or agent, provided that the foregoing will not prevent COMPANY from disclosing the name of INSTITUTION or PI as required by applicable law or in any materials prepared for raising capital or borrowing funds, including any private placement memorandum or prospectus, provided such does not constitute an endorsement by the INSTITUTION or PI.

12. Notice. Any notice or other communication required or permitted under this Agreement shall be in writing and will be deemed given as of the date it is received by the receiving party. Notice shall be given to the parties at the addresses listed below:

As to COMPANY:
Bente Lünd
Chr. Hansen A/S
Boege Allé 10-12
2970 Hoersholm
Denmark
Tel.: +45 45 74 76 81
E-mail: dkbtl@chr-hansen.com

As to INSTITUTION and PI:
Abner Rodríguez, Ph.D. Professor
Department of Animal Industry, University of Puerto Rico, Mayaguez Campus
Mayaguez 00681
Porto Rico

13. Waiver, Modification or Amendment. Any waiver, alteration, modification or amendment of this Agreement must be in writing and signed by both parties. No waiver of any term, provision or condition of this Agreement, whether by conduct or otherwise in any one or more instances, shall be deemed to be or

construed as a further or continuing waiver of any such term, provision or condition, or of any other term, provision or condition of this Agreement.

14. Independent Contractor. The relationship between COMPANY and INSTITUTION under this Agreement shall be that of independent contractor(s) and not agent(s), joint venture(s) or partner(s) of COMPANY.

15. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other; provided, however, that COMPANY may assign this Agreement without such consent in connection with the transfer or sale of all or substantially all of its assets or business, its merger, or consolidation with another company. This Agreement shall inure to the benefit of and be binding upon each party, its successors and assigns. No assignment shall relieve either party of the performance of any accrued obligations.

16. Governing Law. The provisions of this Agreement shall be severable. If any of the provisions are held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions shall remain enforceable to the fullest extent permitted by law. This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin. The prevailing party in any such action to enforce this Agreement shall be entitled to its costs, expenses of litigation and attorneys' fees.

17. Precedence. In the event of any inconsistency between the terms of this Agreement and the Protocol, the terms of this Agreement shall take precedence.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first set forth above.

University of Puerto Rico

By: Miguel A. Muñoz

Name: Dr. Miguel A. Muñoz Muñoz

Title: Chancellor

INVESTIGATOR:

Abner Rodríguez, Professor

Department of Animal Industry

Chr. Hansen.

By: J. N. Hansen

Name: J. N. Hansen

Title: Director

Addendum


University of Puerto Rico-Contractual Clauses

1. The two parties state that in their practices and proceedings there will be no discrimination on the basis of sex, race, color, place or date of birth, national origin, social status, physical or mental handicap, political or religious beliefs, or status as a military veteran.
2. The two parties are committed to maintaining records of all reports, timesheets for jobs or assistantships, and all other documents related to the services discussed in this Agreement, in order that they be available for examination or copying by the Office of Internal Auditors of the University of Puerto Rico, by a firm of outside auditors hired by the University of Puerto Rico, or by the Office of the Comptroller of Puerto Rico in its auditing of the University of Puerto Rico. Audits will be carried out at reasonable times during the course of the services or after their completion, in accordance with generally recognized auditing practices. Said documents will be kept for a period of no less than six (6) years or until the Office of the Comptroller of Puerto Rico has made its investigation, whichever occurs first.
3. Each of the parties consents to exempt and exonerate the other party from responsibility in the case of any judicial or extrajudicial claim, and to provide indemnization for damages and/or mental or moral anguish that may be suffered by any person or legal entity, when said damages are alleged to have been caused by the negligent, reckless, and/or culpable actions, conduct, or omissions of each party, its agents or employees, when such damages shall have occurred totally or partially during the realization of this Agreement.
4. CHR. HANSEN, INC. shall not use the name of the University of Puerto Rico, its initials UPR, its stamp, logos, seal, or any other identifying emblem or symbol distinctive of the Institution, for any matter related to the activities that are object of this agreement, without express and written authorization by the University of Puerto Rico.
5. CHR. HANSEN, INC. certifies and guarantees that during the performance of this agreement it will comply with the Executive Order 1 1246 of September 24, 1965, Subpart B, Section 202 (41 CFR 60-1.4); the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (41 CFR 60-250.5); the Rehabilitation Act of 1973, Section 503 (41 CFR 60-741.5), all as amended, and any other appliance rules and regulations of the Office of Federal Contract Compliance Programs (OFCCP). CHR. HANSEN, INC. is therefore deemed to have complied with these regulations,

unless otherwise exempted under the rules, regulations and orders of the Secretary of Labor. CHR. HANSEN, INC. recognizes that the absence of truth in this statement will constitute sufficient cause for the University of Puerto Rico first to cancel, terminate or suspend, in whole or in part, this agreement and that CHR. HANSEN, INC. may be declare ineligible for further agreements with the University of Puerto Rico. CHR. HANSEN, INC. also certifies that it has a valid Assurance of Compliance on file.

UPR-Mayaguez Campus/AES

CHR. HANSEN, INC.

Miguel A. Muñoz 
Dr. Miguel A. Muñoz Muñoz
Chancellor
UPR, Mayaguez Campus

CHR. HANSEN, INC
Director

10/1/2010
Date

Date