

GRADUATE STUDENT COOPERATION AGREEMENT

This Agreement is between the University of Puerto Rico, Mayagüez Campus, (hereafter "University"), located at College of Agriculture and Life Sciences, P.O. Box 9030, Puerto Rico 00681-9030, and DAS AgroSciences LLC, a Delaware limited liability company (hereafter "DAS"), with offices located at 9330 Zionsville Road, Indianapolis, Indiana 46268, U.S.A. (hereafter, University and DAS are referred to individually as "Party" and collectively as "Parties").

WHEREAS, the University is currently sponsoring research in the area of improving agroecosystem sustainability and nutrient management of small grains and would like to offer a graduate student the opportunity to be exposed to corporate research in this area; and

WHEREAS, DAS will benefit from an academic perspective on its current research program in this area; and

WHEREAS, the University would like to assign one or more graduate students (hereafter the "University Representative") to spend time at a DAS research facility in Puerto Rico to further these aims; and,

WHEREAS, DAS recognizes that the University Representative may show an interest in presenting or publishing the results of its research in an academic forum and such presentations or publications are acceptable to DAS subject to Section 3 of this Agreement.

NOW THEREFORE, the Parties agree as follows:

1. DAS, or DAS employees on behalf of DAS, will host ("University Representative") at a DAS research facility for a term not to exceed one year, currently anticipated to be April 1, 2008 to April 1, 2009. DAS will pay University fifteen thousand nine hundred eighty U.S. Dollars (\$15,980.00) for expenses related to the University Representative during this time. The University and/or the University Representative will be responsible for all other expenses associated with this activity, including transportation.
2. University Representative shall only use soil and plant samples obtained from the DAS research facility in accordance with the agreed upon Study Protocol in Attachment B. In addition, any soil and plant samples obtained by the University Representative from the DAS research facility and any data obtained from the study of such samples shall at all times remain the sole and exclusive property of DAS.
3. The University agrees that, during the term of this Agreement, information may be disclosed, observed, developed and made available to it about DAS of a proprietary or confidential nature including, but not limited to, business and technical information concerning DAS and its business operations and/or its research and development activities ("Confidential Information"). Any business and technical information received from DAS, disclosed by DAS or observed as a result of University Representative's visit to DAS's facilities, or any other information developed by University Representative under this Agreement is presumed to be Confidential Information. The University agrees that it will treat all such information as confidential and will not use Confidential Information for any purpose other than that contemplated herein nor disclose Confidential Information to any third party unless expressly authorized by DAS's Law

Department in writing. In addition, University shall limit access to DAS's Confidential Information to persons requiring that access to achieve the purpose of this Agreement, provided those persons are subject to obligations no less restrictive than this Agreement and shall not file any patent, utility model or design application based upon or disclosing any of DAS's Confidential Information. Publication and presentation of research results is of fundamental importance to University. DAS must, therefore, permit publication of research results in recognized scientific journals and presentation of research results at scientific conferences. To protect the commercial interest of DAS, a copy of any proposed publication relating to the Study Protocol will be submitted to DAS at least thirty (30) days in advance of submission for publication for DAS to assure: (a) that no DAS Confidential Information is contained in the proposed publication and (b) that the proposed publication does not affect patentability of any inventions. Within thirty (30) days of receiving the proposed publication from University, DAS may require that: (a) DAS Confidential Information be removed from the proposed publication before it is submitted for publication; and (b) University delay publication for an additional period not to exceed ninety (90) days to allow time to obtain patent protection. DAS will make every reasonable effort to expedite patent filing as appropriate. Oral presentations of research data at scientific conferences, symposia and visiting lectures will be permitted if the research data being disclosed has been cleared for publication in accordance with this Article 3.

4. In the event the University discloses or threatens to disclose proprietary or confidential information of DAS, the University agrees to pay DAS, for attorneys' fees, court costs and any other expenses reasonably incurred by DAS in the process of protecting such proprietary and confidential information through any legal or equity process available by law. The obligations of confidentiality and restricted use shall not apply to information which:
 - (a) was in the receiving Party's possession prior to receipt hereunder;
 - (b) is or becomes publicly known without wrongful act of the receiving Party;
 - (c) is received from a third party who rightfully made such disclosure;
 - (d) is approved for disclosure or use by written authorization from the disclosing Party prior to such use;
 - (e) is independently developed by an employee or employees of the receiving Party that did not receive the information, directly or indirectly, from the disclosing Party; or
 - (f) is required to be disclosed by operation of law, governmental regulation or court order provided the receiving Party gives the disclosing Party notice of such required disclosure prior to making such disclosure, and the receiving Party uses all reasonable effort to secure confidential protection for such information.

5. The University agrees that the University will observe the same safety, security, and other rules required of DAS employees while the University Representative is on premises owned, operated, leased or under the control of DAS. Neither DAS, nor any of its affiliated companies, nor the agents, servants, and employees of DAS shall be liable to the University for any personal injury, death, or property damage that occurs in connection with the University Representative's visit to DAS's facility. However, this limitation of liability shall not apply to DAS if such injury, death, or property damage is caused by the sole negligence of DAS.

6. This Agreement does not authorize University to use DAS's Confidential Information for patent applications, product registration or any applied use whatsoever. In addition to other legal remedies provided in this Agreement and at law, in University breaches this paragraph or the obligations of paragraph 3 regarding restriction on patenting, the breaching Party agrees to grant

to the non-breaching Party, a world-wide, exclusive, sublicensable, irrevocable royalty-free license to make, use, or sell any resulting discovery or related patent.

7. Any invention or discovery by University based upon DAS's Confidential Information received hereunder shall be solely owned by DAS. An invention or discovery by University without use of DAS's Confidential Information and without inventive contribution by employees of DAS shall be solely owned by University.
8. This Agreement shall not be assignable or transferable by the University without the prior written consent of DAS. University will not change University Representative without prior consent of DAS.
9. Each Party acknowledges and agrees that a breach of the provisions of this Agreement would cause the non-breaching Party to suffer irreparable damage that could not be adequately remedied by an action at law. Accordingly, the breaching Party agrees that the non-breaching Party shall have the right to seek specific performance of the provisions of paragraphs 3, 5, 6, and 7 herein to enjoin a breach or attempted breach of the provisions thereof, such right being in addition to all other rights and remedies available to the non-breaching Party at law, in equity, or otherwise.
10. University will have University Representative read this agreement and sign the supplemental document in Attachment A.
11. Each Party agrees that it shall not knowingly export, directly or indirectly, any United States source technical data acquired from a United States based company, or any direct product of that technical data, to any country for which the United States government or any agency thereof at the time of export requires an export license or other approval, without first obtaining such license or approval, when required by applicable United States law.
12. Neither Party shall not use the other Party's name for promotional purposes unless approval of such use has been obtained in writing first.
13. Any amendment to this Agreement shall be in writing, signed by an authorized representative of each Party.
14. This Agreement is effective as of April 1, 2008, and expires April 1, 2009. The obligations of confidentiality and nonuse survive expiration as stated above.

AGREED TO AND ACCEPTED BY:

University of Puerto Rico, Mayagüez Campus,

By: Jorge Iván Vélez Arocho

Title: Chancellor

Date: May 2008

Dow AgroSciences LLC

By: Steve Thompson SK

Title: Seeds & Traits R&D Leader

Date: April 21, 2008

[In Duplicate]

Attachment A – Supplemental Agreement

I, as University Representative, have read and understood the Graduate Student Cooperation Agreement and agree to comply with its terms.

Accepted by: _____

Date: _____