

MUTUAL CONFIDENTIAL DISCLOSURE AGREEMENT COVER

--**FIRST PARTY:** The Mayaguez Campus of the University of Puerto Rico, an educational institution created according to the provisions of Law Number 1 of January 20, 1966, (Law of the University of Puerto Rico),

represented by its Chancellor, Jorge Rivera Santos,

hereinafter referred to as **LESSOR**.

--**SECOND PARTY:** E.I. du Pont de Nemours and Company.,

Company incorporated in the state of Wilmington, NC, represented by its Vice President of Global Technology, Lewis E. Manring,

with duty station location at 1007 Market Street Wilmington,

DE, 19898.



WITNESSETH:

WHEREAS, this Non-Disclosure Agreement responds to the parts interest to discuss a potential collaboration between UPRM and DuPont. The attached NDA is purely to open a discussion between UPRM and DuPont and know if UPRM and DuPont can Work Together. The NDA attached is an the complete agreement and it contains the full stipulations between the parts.





**MUTUAL CONFIDENTIAL DISCLOSURE AGREEMENT
BETWEEN**

**E. I. du Pont de Nemours and Company
1007 Market Street
Wilmington, DE 19898
("DuPont")**

**University of Puerto Rico-Mayagüez
Department of Mechanical Engineering
259 Boulevard Alfonso Valdez
Mayaguez Puerto Rico 00681
("UPRM")**

**Performance Polymers
Kalrez® Perfluoroelastomer Parts
CONTACT: Duncan McCabe
2302 New Orleans Place
Wilmington, NC 28403
duncan.d.mccabe@usa.dupont.com
910-409-3607**

**CONTACT: David B. Dooner
259 Boulevard Alfonso Valdez
Mayaguez Puerto Rico 00681
david.dooner@upr.edu
787-832-4040 x2453**

This agreement ("Agreement") effective the date of the last signature below, ("Effective Date") is written to facilitate discussions between the parties concerning a possible business opportunity of mutual interest regarding **DuPont understanding of UPR knowledge regarding the behavior of a Moineau pump/mud motor using an elastomer coated mated component**, which discussions may include the disclosure of confidential information solely for evaluation ("Purpose"). The parties agree that the following terms and conditions shall govern such disclosures:

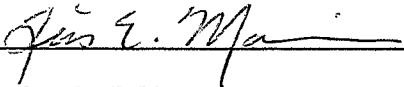
1. **Information.** Information is "Confidential Information" if it is disclosed by one party or its Affiliates (defined in Affiliates Paragraph below) ("discloser") to another party or its Affiliates ("receiver") (i) in writing, or in other tangible form, and designated confidential in writing at the time of disclosure, or (ii) orally or visually, summarized and confirmed confidential in writing within thirty (30) days, except any information which:
 - (a) at the time of disclosure is or thereafter becomes publicly known through no fault of the receiver;
 - (b) is lawfully received by the receiver from a third party that has no obligation of confidentiality to the discloser or an Affiliate of the discloser regarding such information;
 - (c) is already known by the receiver before receipt hereunder, as shown by its prior written records; or
 - (d) is independently developed by or for the receiver without use or benefit of the discloser's information.
2. **Explanation of Exceptions.** Information disclosed hereunder shall not be deemed to be within the foregoing exceptions merely because such information is embraced by more general knowledge in the public domain or in the receiver's possession. In addition, no combination of features shall be deemed to be within the foregoing exceptions merely because individual features are in the public domain or in the receiver's possession, unless the combination itself and its principle of operations are in the public domain or in the receiver's possession.
3. **Obligations Concerning Confidential Information.** For **three (3) years** following each disclosure of Confidential Information between the parties, the receiver shall not disclose the Confidential Information to any third party (including, without limitation, any patent office) and shall use the Confidential Information only for the Purpose. Notwithstanding the foregoing, if the receiver is required by law or governmental order to disclose Confidential Information, it shall give the discloser prompt written notice of such requirement, if practicable, prior to such disclosure.
4. **Duty of Care.** The receiver shall use the same degree of care with respect to its obligations under this Agreement as the receiver employs with its own information of a similar nature, but no less than a reasonable degree of care.

5. **No License.** Except for the limited right to use information for the Purpose, no right or license, either express or implied, is granted hereunder to any intellectual property right of any party.
6. **Affiliates.** Each party may involve any one or more of its Affiliates in the discussions and disclosures under this Agreement, which have agreed to be bound by this Agreement. For the Purpose, each party and its involved Affiliates may disclose to each other, and to any other party to this Agreement and its involved Affiliates, Confidential Information which the discloser owns, otherwise has a right to disclose, or has received hereunder. Each party accepts responsibility that its Affiliates will abide by this Agreement. "Affiliates" shall mean for each party any corporation or other business entity which controls, or is controlled by, or is under common control with that party. The terms "control" and "controlled by" as used with respect to any entity, means the ownership, directly or indirectly, of a majority of the assets or voting stock of such entity.
7. **Return of Information.** Upon written request of the discloser, the receiver shall return or, at the option of the discloser, destroy all written, tangible and electronic forms of the information it has received from the discloser. However, the receiver may retain one copy of such information for the sole purpose of monitoring its obligations under this Agreement.
8. **Disclosure Period, Termination and Continuing Obligations.** The period for disclosing information between the parties will terminate **one (1) year** from the Effective Date unless earlier terminated by either party upon thirty (30) days written notice or extended by mutual written consent. Termination of the period for disclosing information shall not relieve either party of any obligation imposed hereunder with respect to information prior to termination.
9. **No Warranty.** No party makes any representation or warranty concerning the accuracy or completeness of any information disclosed hereunder.
10. **Choice of Law.** This Agreement shall be construed in accordance with the laws of the Commonwealth of Puerto Rico, but excluding the conflict-of-laws principles of Puerto Rico and all other jurisdictions.
11. **Non-Assignable.** This Agreement is personal in nature and shall not be assigned by a party without the prior written consent of each other party.
12. **Expenses.** Each party shall bear its own expenses under this Agreement.
13. **Manner of Execution.** Any combination of counterparts executed by the parties, when taken together, shall constitute one and the same instrument, and such counterparts and any copy thereof shall be valid and enforceable against the parties. The parties may electronically or manually sign the Agreement or amendment thereof, and an executed counterpart or copy thereof delivered by facsimile or email shall be valid and enforceable against the executing party(ies).
14. **Entireties.** This Agreement contains the entire understanding of the parties pertaining to the Purpose and shall be amended only in a writing that expressly states that it is amending this Agreement and that is executed by a duly authorized representative of each party.



IN WITNESS WHEREOF, the parties have caused the Agreement to be executed by their duly authorized representatives.

E. I. du Pont de Nemours and Company/DLB

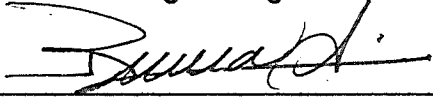


By: Lewis E. Manning

Vice President, Global Technology

Date: October 12, 2012

University of Puerto Rico-Mayagüez, Department of Mechanical Engineering

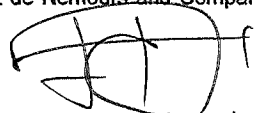



By: Jorge Rivera Santos, PhD, P.E.

Chancellor, UPRM

Date: OCTOBER 30, 2012

Please return a fully executed original to Dana Burkhart, E. I. du Pont de Nemours and Company, DuPont Legal, 4417 Lancaster Pike, BMP 25/2122, Wilmington, DE 19805 USA.


F= Just Appto for W.S. Silva

By: Walter F. Silva, Director
R&D Center
UPRM 

70449



October 19, 2012

Chancellor Jorge Rivera Santos
University of Puerto Rico
Mayaguez, Campus
Mayaguez, Puerto Rico

Subject: NDA between UPRM and DuPont

Dear Dr. Rivera Santos,

Attached is a NDA (Non-Disclosure Agreement) between UPRM and DuPont. The reason for this NDA is to discuss a potential collaboration between UPRM and DuPont. DuPont is improving the performance of their Moineau Pump for a customer. More specifically, obtaining a better understanding on friction and wear between elastomer coated components. This Moineau pump is similar to a gear pair and my name was suggested to DuPont as an expert that may be able to help DuPont better understand their customer's application. DuPont had to obtain the permission of their customer prior to discussing this project with UPRM. The attached NDA is purely to open a discussion between UPRM and DuPont and know if UPRM and DuPont can work together. I ask that you sign this agreement so that I can communicate with DuPont. A funded project with DuPont will require a new and separate NDA.

Respectfully yours,

Dr. David Dooner
Department of Mechanical Engineering

F. Just-Antón
W. Silva

Approved:
Dr. Walter Silva
UPRM R&D Center Director

RUMRECTOR 19 OCT 12 PM 2:05





Griselle M Hernandez Espinosa <griselle.hernandez2@upr.edu>

NDA between DuPont and University of Puerto Rico - Signature Authorization Request and Revised Agreement for Consideration

1 mensaje

Duncan D McCabe <Duncan.D.McCabe@usa.dupont.com>

8 de octubre de 2012 10:45

Para: griselle.hernandez2@upr.edu

Cc: david.dooner@upr.edu

Griselle,

I have been instructed by my team leader to let you know that yours is an unusual request to ask of us and we are wanting to understand if there is an alternate option. DuPont does not have such a document in place to share with you and it will be involved for us to generate such a document as we do not have a methodology in place to address the situation. It is not even clear to us whose signature you want in order to provide the authorization verification that you seek. The authorization signature from DuPont for the NDA between DuPont and the University of Puerto Rico will be Lewis Manning, VP of Technology. Perhaps his signature will be adequate for your needs. Please let me know if you have further thoughts on this topic. Thanks.

Also, here is the revised agreement from our legal department for your consideration:

Duncan

Duncan D. McCabe

Principal Engineering Consultant, Engineering Mechanics
DuPont Engineering Research & Technology, DuET

DuPont North Carolina Regional Office
2302 New Orleans Place
Wilmington, NC 28403
Phone: (910) 409-3607
Internet e-mail: Duncan.D.McCabe@usa.dupont.com

----- Forwarded by Duncan D McCabe/CL/DuPont on 10/08/2012 10:37 AM -----

From: David Dooner <david.dooner@upr.edu>

To: Duncan D McCabe/CL/DuPont@DuPont, Frederick A Just Agosto <frederick.just@upr.edu>

Date: 09/25/2012 10:14 AM

Subject: Fwd: Re: Re: Fwd: Re: Fw: University of Puerto Rico NDA regarding potential opportunity to model elastomer coated Moineau pump



DuPont Performance Polymers
Chestnut Run Plaza 728
974 Centre Road
Wilmington, DE 19805

October 16, 2012

Mr. David B. Dooner
University of Puerto Rico-Mayaguez
Department of Mechanical Engineering
259 Boulevard Alfonso Valdez
Mayaguez Puerto Rico 00681

Dear Mr. Dooner:

Enclosed is the signed agreement between UPRM and DuPont. Please make arrangements to have both originals signed and retain one for your files.

If you would be so kind as to scan a copy of the executed agreement and email it to Neil Washburn at D-Neil.Washburn@dupont.com, it would be greatly appreciated. If this option is not available, please mail him a copy of the executed agreement at the following address:

D. Neil Washburn
DuPont Company
Experimental Station 400/5352A
Route 141 & Henry Clay
Wilmington, DE 19880

Please return the other signed original as quickly as possible to the following contact in DuPont Legal for filing:

Dana Burkhart
DuPont Company
4417 Lancaster Pike
Barley Mill Plaza 25/2122
Wilmington, DE 19805

Sincerely,

Robin

L. Robin Ansalvish
Administrative Assistant