

MUTUAL NONDISCLOSURE AND CONFIDENTIALITY AGREEMENT

THIS AGREEMENT, made as of the date set forth below by and between CHR. HANSEN, INC., a Wisconsin corporation, having an office at 9015 West Maple Street, Milwaukee, Wisconsin 53214 ("Hansen" or a "party") and the University of Puerto Rico, Department of Animal Industry, having an office at Recinto Universitario de Mayagüez, Edificio de Diego 201, P.O. Box 9000, Mayagüez, Puerto Rico 00681-9000 ("UPRM" or a "party" or "Confidant").

BACKGROUND

The parties are evaluating a possible business relationship relating to a research project entitled "Statistical Analysis and Interpretation of Silage Database" and all related matters thereto (the "Contemplated Business Relationship"). Accordingly, either party may find it desirable or necessary to disclose to the other information which it considers to be proprietary and confidential.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

1. Proprietary Information. For purposes hereof, the term "Proprietary Information" means all information (whether or not marked or identified as confidential or proprietary) possessed by a party which either: (i) is not generally known or is useful in the conduct of the business of such party; (ii) confers or tends to confer a competitive advantage over one who does not possess such information; or (iii) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, competitors, customers, vendors and/or other persons who can obtain economic value from its disclosure or use. Without limitation to the foregoing, "Proprietary Information" includes product formulations and specifications; product samples; information about products under development; research, development or business plans; production know-how and processes; manufacturing techniques; equipment design and layout; test results; financial information; customer lists; information about orders and transactions with customers; sales and marketing strategies and plans; pricing strategies; information relating to sources of materials and production costs; personnel information; business records and software. The foregoing notwithstanding, the parties agree that the term "Proprietary Information" shall not include, and that the obligations of secrecy and confidence set forth herein shall not apply to, any information that (i) is generally ascertainable or is or becomes generally available to the public except as a result of the breach of this Agreement; (ii) is in the possession or control of a party prior to its disclosure to such party, as documented by written evidence; (iii) is lawfully obtained from a third-party source without violation by such source of any obligation to a party; or (iv) a party can demonstrate was independently developed by employees to whom Proprietary Information of the other party was not disclosed and without the use of any such Proprietary Information.

2. Disclosure. The parties acknowledge and agree that Proprietary Information may be disclosed by either party to the other orally, in writing, as a consequence of facilities visits and/or otherwise.

3. Obligations on Use and Disclosure. Each party acknowledges and agrees that:

(a) Proprietary Information will be disclosed to it by the other party solely for the purpose of evaluating and/or carrying out the Contemplated Business Relationship and neither such disclosure nor this Agreement shall be understood as granting, expressly or by implication, any rights to either party under any Proprietary Information of the other except to the extent expressly set forth herein or in any other written agreement which may hereafter be executed by the parties;

(b) It will treat all Proprietary Information disclosed to it by the other party as secret and confidential and shall take appropriate steps to insure the secrecy and confidentiality of all disclosed Proprietary Information of the other party;

(c) It will not use any Proprietary Information of the other party for any purpose other than evaluating and/or carrying out the Contemplated Business Relationship and it will not disclose any such Proprietary Information to anyone other than its employees who have a need to know such information for such purpose. The foregoing notwithstanding, it may disclose the Proprietary Information of the other party if it is, in the opinion of its counsel, legally compelled to disclose such Proprietary Information, by law or by order of a court or governmental agency, whether pursuant to discovery, subpoena, investigative demand or otherwise. However, if it becomes legally compelled to disclose any Proprietary Information of the other party: (i) it shall provide the other party with prompt notice so that the other party may seek a protective order or other appropriate remedy; and (ii) it shall furnish only that portion of the Proprietary Information of the other party as is legally required and will exercise its best efforts to obtain reliable assurances that the Proprietary Information so disclosed will be protected on a basis consistent with the requirements set forth herein; and

(d) Neither party is under any obligation to furnish any Proprietary Information to the other and each party may discontinue furnishing Proprietary Information to the other when and as it, in its sole discretion, considers it advisable to do so. Neither party shall have any obligation to negotiate with the other and, unless the parties agree otherwise in writing, neither party is restricted from negotiating with others or disclosing its own Proprietary Information to others. Neither party makes any representation or warranty as to the accuracy or completeness of any Proprietary Information disclosed to the other party and each party disclaims any liability based upon such information or omissions therefrom.

4. Prior Proprietary Information. Any Proprietary Information disclosed by either party to the other prior to the date of this Agreement shall be subject to this Agreement.

5. Return of Proprietary Information. Each party acknowledges and agrees that it will, upon request, (i) surrender and deliver to the other party; or (ii) destroy, and certify to such destruction, any and all materials and documents provided to or obtained by it and all copies thereof (including information stored in computers or other electronically encoded media) containing or incorporating Proprietary Information of the other party, including all customer information, formulations and specifications, notes, summaries, analyses, correspondence, test results, samples or other materials or records that contain or reflect any such Proprietary Information.

6. Indemnification. Each party will indemnify and hold the other party harmless from and against any and all loss, damage, cost or expense resulting from or arising out of any use or disclosure by it or any of its employees (including former employees) of Proprietary Information in violation of this Agreement. Each party will also indemnify and hold a party which prevails in any action or proceeding to enforce its rights hereunder harmless from and against any and all reasonable attorneys fees and other litigation expenses, including, without limitation, investigation expenses, expert witness fees and other professional fees or expenses, incurred in connection with such enforcement.

7. Remedies. The parties acknowledge that irreparable injury may result in the event of any use or disclosure by a party of Proprietary Information of the other in violation of this Agreement and that if any party should make, or attempt to make, any such use or disclosure, the other party shall be entitled, in addition to such other remedies, damages and relief as may be available under applicable law, to an injunction prohibiting such use or disclosure or specifically enforcing the provisions hereof, as the case may be.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Wisconsin, without giving effect to its conflict of law principles or rules.

9. Business Relationship. This Agreement shall not create an obligation on the part of either party to enter into a joint venture, partnership, employment relationship or other type of relationship with the other party or otherwise obligate a party to acquire or purchase the products or services of the other party. Any such obligations shall be the subject of a separate agreement between the parties which may contain terms and conditions in addition to those set forth herein.

10. Term. This Agreement shall become effective as of the date hereof and shall remain in effect for a period of five years from the date hereof or from the last disclosure by either party of Proprietary Information to the other, whichever is longer; provided, however, that this Agreement shall remain in effect indefinitely with respect to any Proprietary Information which constitutes a trade secret under applicable law.

11. Integration. This Agreement sets forth the entire agreement among the parties as to the subject matter hereof, and none of the terms of this Agreement shall be amended or modified except in writing signed by the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the 8th day of June, 2011.

CHR. HANSEN, INC. Fed. Tax I.D. 13-1918913

By: *Robert M. Brill*

Print Name: Mr. Robert M. Brill

Title: Vice-President - Compliance

Date: June 29, 2011

UNIVERSITY OF PUERTO RICO

By: *Jorge Rivera Santos*

Print Name: Dr. Jorge Rivera Santos

Title: Rector

Date: June 22, 2011

UoPR
[Signature]
6/15/11

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,

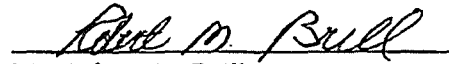
unless otherwise exempted under the rules, regulations and orders of the Secretary of Labor. CHR. HANSEN, INC. recognizes that the absence of truth in this statement will constitute sufficient cause for the University of Puerto Rico first to cancel, terminate or suspend, in whole or in part, this agreement 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.



Jorge Rivera Santos, Ph.D.
Chancellor
UPR, Mayaguez Campus



Mr. Robert M. Brill
Vice-President - Compliance
CHR. HANSEN, INC

Date

June 29, 2011
Date