

Nondisclosure Agreement

This Agreement (the "Agreement") made and entered into as of this 14 day of May, 2015, by and between University of Puerto Rico at Mayaguez (UPRM), a land-grant public institution of higher learning located in the Commonwealth of Puerto Rico, here represented by its Chancellor John Fernández Van Cleve, o _____ in exercise of the duties and powers conferred upon him by the Law of the University of Puerto Rico, established by University Rules and regulations, approved January 20, 1966. ("Disclosing Party") and FRANKLYN RENDERO GONZALEZ, with an address of _____

WHEREAS Disclosing Party has developed and owns proprietary technical and confidential information concerning the Determination of Protein, Peptide or Peptoid Aggregation, Stability and Validity research (hereinafter the "Invention").

WHEREAS Receiving Party is considering entering into a business arrangement with Disclosing Party under proprietary information related to the Invention and as part of that consideration Receiving party desires the opportunity to evaluate the Invention on a confidential basis;

WHEREAS Disclosing Party is willing to disclose confidential and proprietary information regarding the Invention to Receiving Party on a non-exclusive basis solely for an evaluation under terms and conditions that will permit Receiving Party initially to obtain an overview of the Invention sufficient for a decision on whether to enter into further business arrangements regarding the Invention, while preserving for Disclosing Party the confidential, proprietary nature of the Invention.

NOW THEREFORE, the parties agree as follows:

1. As used herein Confidential Information and or proprietary information shall mean all information, documentation, manufacturing techniques software (including listings thereof and documentation related thereto) and devices disclosed or made available by Disclosing Party to Receiving Party, including, but not limited to the existence of discussions between Disclosing Party and Receiving Party, and Disclosing Party's Invention, patent applications, trade secrets, know how business plans, prototypes, present and future products and policies ("Confidential Information").

"Confidential Information" shall also include all information or material disclosed or made available by Disclosing Party to Receiving Party, whether written or oral, that has or could have commercial value or other utility in the business and or practice area in which Disclosing Party is engaged.

2. In the event that Disclosing Party furnishes physical or tangible copies of any of the Confidential Information to Receiving Party, Receiving Party acknowledges and agrees that these materials are furnished under the following conditions or as otherwise permitted hereunder: (a) these materials are loaned to Receiving Party solely for purposes of evaluation and review; (b) these materials shall be treated consistent with the Receiving Party's obligation for Confidential Information under this Agreement; (c) Receiving Party may not copy or otherwise duplicate these materials except in providing services to Disclosing Party or for discussions with Disclosing Party; and (d) Receiving Party shall return to Disclosing Party or destroy any and all such material (including but not limited to records, notes, and other written, printed, or tangible materials) in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing. Notwithstanding the foregoing, Receiving Party may retain one copy of the Confidential Information for archival purposes (to which only Receiving Party's counsel and information security team will have access) and on any back up tapes or disks that may have been automatically created for disaster recovery purposes.
3. Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party on, to Receiving Party's knowledge, a non-confidential basis from a party other than the Disclosing Party or Disclosing Party's representatives; or (d) is disclosed by Receiving Party with Disclosing Party's prior written approval.
4. Receiving Party acknowledges and agrees that any disclosure or unauthorized use of Confidential Information may cause irreparable harm and loss to Disclosing Party.
5. Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party or as permitted hereunder.
6. UPRM is subject to United States laws and regulations controlling the export of good, software and technology including technical data, laboratory prototypes and other commodities. UPRM policy is to comply with all applicable laws and regulations including the Arms Export Administration Regulations ("EAR") and the laws and regulations implemented by the Office of Foreign Assets Control, U.S. Department of Treasury ("OFAC"). Diversion contrary to U.S. law prohibited. The transfer of certain technical data, services and commodities may requires a license from the cognizant agency of the United States Government and/or written assurances by Disclosing Party that it will nor re-export or retransfer the data or commodities, other than prohibited information, to certain foreign countries without prior approval of the

cognizant US government agency deems necessary in connection with this Agreement, the UPRM cannot guarantee that such licenses will be granted. The Disclosing Party agrees to obtain permission from the US government to re-transfer or re-export for any goods, software and technology that requires such authorization and will not use any US origin goods, software or technology for any purposes prohibited by United State law.

7. This Agreement shall be effective on the date of signature for a period of five (5) years from the date of this Agreement. Further the obligation not to disclose Confidential Information shall not be affected by bankruptcy, assignment, attachment or seizure procedures, whether initiated by or against Receiving Party.
8. No rights or licenses, expressed or implied, are hereby granted to Receiving Party under any patents, copyrights or trade secrets of Disclosing Party as a result of or related to this Agreement.
9. Receiving Party will inform Disclosing Party if Receiving Party knows that a third party is making or threatening to make unauthorized use of the Confidential Information.
10. At any time Disclosing Party may request Receiving Party to return all of the Confidential Information. In that event, Receiving Party shall immediately cease all use of the Confidential Information and return or destroy to Disclosing Party all documents containing or incorporating any Confidential Information within five (5) days, provided that Receiving Party may retain one copy of such information for archival purposes and on any backup tapes or disks that may have been automatically created for disaster recovery purposes.
11. The return or destruction of said material shall not affect the obligations of each party to treat the Confidential Information disclosed to it as confidential pursuant to the terms set forth herein.
12. Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid.
13. Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venturer, or employee of the other party for any purpose. If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties. This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and

understandings. This Agreement may not be amended except in a writing signed by both parties. The formation, effect, performance and construction of this Agreement shall be governed by the laws of the Commonwealth of Puerto Rico of the United States of America. The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights. This Agreement and each party's obligations shall be binding on the representatives, assigns, and successors of such party. Each party has signed this Agreement through its authorized representative.

Receiving Party: Franklyn Pendergast

By: Franklyn Pendergast Date: ___/___/___

Name: FRANKLYN PENDERGAST

Title: EMERITUS PROFESSOR of MOLECULAR PHARMACOLOGY + Experimental Therapeutics
Mayo Medical School.

Disclosing Party: University of Puerto Rico

By: [Signature] Date: 05 / 18 / 2015

Name: John Fernández Van Cleve, Ph.D.

Title: Chancellor, UPR Mayagüez

By: [Signature] Date: 05 / 14 / 2015

Name: Belinda Pastrana, Ph.D.

Title: Inventor / Professor

Dept. of Chemistry

CONTACT PERSONS

Receiving Party: NA.

By: _____ Date: ___/___/___

Name: _____

Title: _____

Disclosing Party: University of Puerto Rico at Mayagüez

By: 

Date: 05/14/2015

Name: Belinda Pastrana, Ph.D.

Title: Inventor/ Professor

Dept. of Chemistry

Good through: 

Date: 05/14/2015

Name: Dr. Marisol Vera

Title: Director, R & D Center at UPRM