

## CONFIDENTIAL DISCLOSURE AGREEMENT

In order to define obligations and waivers related to certain disclosed information, **Hewlett-Packard Company ("HP")** with an office at 3000 Hanover Street, Palo Alto, CA 94304, USA and **University of Puerto Rico, Mayaguez Campus**, 259 Blvd. Alfonso Valdez Cabian, Mayagüez, 00680, Puerto Rico ("**SUPPLIER**") agree to the following:

1. **Agreement Coordinator.** Each party designates the following person, if any, as it's Agreement Coordinator for coordinating the disclosure or receipt of Disclosed Information:

HP (name, phone, e-mail): Lynnette Marty, lynnette.marty@hp.com, 787-658-4355.

SUPPLIER (name, phone, e-mail): Dr. Carlos Velazquez (Director, Center for Pharmaceutical Engineering Development and Learning (CPEDaL), carlos.velazquez9@upr.edu , Phone # (787) 832-4040, exts. 5813, 5816, 2576.

2. **HP Confidential Information.**

(a) Confidential Information, if any, disclosed by HP is described as: Current and future additive manufacturing systems (which are composed of hardware, drivers, print heads, fluids, powders, business plans, test methods, test results, HP know how, program names, goals, costs, supplier names, performance requirements, schedules, organization charts, and other technical and business data.

(b) Confidential Information disclosed by HP may be used by the SUPPLIER and its Associates, if any, only for the following purposes and subject to the Section 6, 10 and 12 obligations: To provide powder & material characterization, powder and material processing, prototyping services and training to HP personnel

3. **SUPPLIER Confidential Information.**

(a) Confidential Information, if any, disclosed by SUPPLIER is described as: Information and data concerning, to powder & material characterization test methods, design codes and simulations, Analysis for materials characterization for powder blending, trainings and testing, powder mechanical properties testing, proto blending capabilities, powder humidity extraction/drying, design experiments to check blended powders separation over time/after shipping, explore feasibility of a continuous blending process vs. batches, develop powder related trainings and educational material for HP employees.

(b) Confidential Information disclosed by SUPPLIER may be used by HP and its Associates, if any, only for the following purpose and subject to the Section 6, 10 and 12 obligations: Analysis to be use in HP Multi-Jet Fusion technology.

4. **Disclosure and Protection Periods.**

(a) The **Begin Disclosure Date** is defined as the signature date by supplier and Hewlett Packard.

(b) The **Disclosure Period** ends on: two years after begin of the disclosure period.

(c) The **Protection Period** ends on five years after begin of the disclosure period.

5. **Definitions.**

(a) An **Affiliate** is any person, corporation, association or other entity that directly or indirectly owns, is owned by, or is under common ownership of such party, either now or at any time during the term of this Agreement. The terms "owns," "owned," or "ownership" mean the direct or indirect possession of more than fifty percent (50%) of the voting securities of, or income interest or comparable equity in, such entity.

(b) A **Discloser** is a party disclosing information. A **Recipient** is a party receiving disclosed information. An **Associate** is a parent, a subsidiary or Affiliate (defined above) of Recipient whether directly or indirectly owned, or a third party contractually bound to Recipient in accord with this Agreement provided however that any such Associate shall be identified in writing by the Recipient and approved in writing by the Discloser prior to first disclosure to such Associate of any Confidential Information of the Discloser.

(c) **Disclosed Information** is all information disclosed by the Discloser to the Recipient during the Disclosure Period.

(d) **Confidential Information** is only Disclosed Information that is:

(i) itemized in Section 2(a) or 3(a), or

(ii) both described generally in Section 2(a) or 3(a) and

1) marked at the time of disclosure to show its confidential nature, or

2) unmarked (for example, orally or visually disclosed) but treated as confidential at the time of disclosure, and described in detail and designated to show its confidential nature in a written message sent to Recipient's Agreement Coordinator within thirty days after disclosure; except that Confidential Information does not include information that satisfies an Exception before disclosure. Confidential Information is only Confidential Information from the time of disclosure until the earlier of the time when an Exception is satisfied or the Protection Period ends.

(d) **Non-Confidential Information** is all Disclosed Information that is not Confidential Information. If specific Confidential Information satisfies an Exception, the specific Confidential Information becomes Non-Confidential Information from that time forward.

(e) An **Exception** is satisfied if the specific information: (i) was in Recipient's possession prior to receipt from Discloser (ii) is or becomes publicly known or readily ascertainable by proper means and without breach by the

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Recipient, (iii) is rightfully received by Recipient from a third party without a duty of confidentiality, (iv) is disclosed by Discloser to a third party without a duty of confidentiality on the third party, (v) is independently developed or learned by Recipient, or (vi) is disclosed by Recipient with Discloser's prior written approval. Any reference to Recipient in this Section 5(e) includes reference to its Associates.

#### **6. Obligations.**

(a) During the Protection Period only, Recipient will protect, and ensure its participating Associates will protect, the Confidential Information by using the same degree of care, but no less than a reasonable standard of care, to prevent the unauthorized use, dissemination or publication of the Confidential Information as Recipient uses to protect its own confidential information of a like nature. Recipient may reassign its employees. Recipient will use reasonable commercial efforts to provide prior notice to Discloser of any disclosure to be made pursuant to such order or requirement and cooperate, at the expense of and with the efforts of the Disclosing Party, to obtain a protective order or other assurance of confidential treatment of the Confidential Information to be disclosed pursuant to such order or requirement. If, in the absence of a protective order, the Receiving Party is compelled as a matter of law to disclose the Confidential Information, the Receiving Party will disclose, without liability, only that part of the Confidential Information as is required by law to be disclosed and prior to such disclosure will, to the extent permitted by applicable law, advise and consult with the Disclosing Party as to such Disclosure,

(b) Recipient will comply with all applicable export laws.

(c) At the end of the Protection Period, Recipient's obligations end.

(d) Recipient may not, without the expressed written consent of the Disclosing Party, conduct any form of analysis on or reverse engineer, any samples provided to the Recipient by Discloser, nor may Recipient provide such sample(s) to a third party for analysis

#### **7. Non-Confidential Information; Waivers.**

(a) Non-Confidential Information is not subject to confidentiality or trade secret obligations, and may be published, disclosed or used for any purpose, except that no license under any patent, trademark, mask work or copyright is granted.

(b) Discloser waives all claims or portions of claims that assert the confidentiality of, limitation of use of, breach of duty of care with respect to, or breach of this Agreement with respect to, Non-Confidential Information arising at any time or with respect to Confidential Information arising or continuing respectively after the end of the corresponding Protection Period.

(c) Any cause of action, whether in contract, tort or other, either arising under this Agreement or alleging the confidentiality of Disclosed Information, if litigated, will be litigated to the court; the parties will not request a jury trial; and the parties irrevocably waive any right to a jury trial.

#### **8. Remedies.**

Both parties acknowledge that a breach, or threatened breach by either party of any of its obligations under this Agreement could result in irreparable injury to the other party. Each party will be entitled (without prejudice to its right to other remedies, including monetary damages and without the posting of a bond or other security to seek injunctive and/or other equitable relief to prevent or restrain the breach of this Agreement. A party's responsibility for any breach of this Agreement, prior to its termination shall survive such termination; and termination of this Agreement shall not affect the obligations of the Receiving Party as determined by any patent or other law.

9. **Choice of Law/ Jurisdiction.** Without regard to conflict of law provisions, this Agreement is governed by and will be construed in accordance with the laws of the Commonwealth of Puerto Rico.

10. **Warranty.** Each Discloser warrants that it has the right to make the disclosures under this Agreement, and that it may be used by the Recipient as stated herein without liability to third parties. No party makes any representation or warranties as to the merchantability, fitness, accuracy or completeness of any information or otherwise, express or implied, concerning its Confidential Information except that it has the right to disclose the Confidential Information hereunder. Each Recipient warrants that its participating Associates will protect Confidential Information in accordance with the terms of this Agreement. Any breaches of the obligations of confidentiality, non-analysis and non-use contained in this Agreement by any of its Associates shall be treated as a breach of such obligations by Recipient. **THE PARTIES MAKE NO OTHER WARRANTIES. ANY DISCLOSED INFORMATION IS PROVIDED "AS IS".**

#### **11. Patent.**

The parties acknowledge and agree that disclosure of any Confidential Information is not "publication" thereof for patent or copyright purposes, nor will it constitute release of said Confidential Information into the public domain. The Recipient of such Confidential Information shall not use same, or the fact of its disclosure, either to impede an application by the Discloser for a patent or other legal protection, or to challenge any such patent or other protection presently or hereafter granted, under the laws of any jurisdiction. 12. **No Publicity.** No party shall publicize or disclose the existence or terms of this Agreement to any third party except as required by law.

13. **Return of Confidential Information.** Upon expiration or early termination of this Agreement, Recipient shall return to Discloser or destroy all Confidential Information received from the Discloser under this

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Agreement including written documentation, samples and the Recipient shall bear all returned freight costs. The Recipient will determine manner and procedure for return.

14. **Responsibility for Personnel.** Recipient shall ensure that each of its personnel (and each of the personnel of any Associate) who has access to Confidential Information received from the Discloser under this Agreement is aware of the confidential nature of the Confidential Information .

15. **Miscellaneous** Neither party acquires any patent, copyright, mask work or trademark rights under this Agreement, including under Sections 2 or 3. This Agreement imposes no obligation on either party to purchase, sell, license, transfer or otherwise dispose of any technology, services or products; does not create any agency or partnership relationship; may be added to or modified only in a writing signed by both parties; is the parties' complete and final agreement; supersedes all oral or implied agreements concerning the Disclosed Information and also supersedes the Previous CDA such that this Agreement shall govern the future arrangements between the parties with regard to any Disclosed Information disclosed under the Previous CDA to the exclusion of any provision of the Previous CDA which is inconsistent with this Agreement; and may be signed in duplicate originals, or in separate counterparts, which are effective as if the parties signed a single original. A facsimile of an original signature transmitted to the other party is effective as if the original was sent to the other party.

**Hewlett-Packard Company**

3000 Hanover Street  
Palo Alto, CA 94304, USA

By 98 P. Hargen  
(Functional Manager's Signature) (Date)  
Paul Hargen  
(Name)  
General Manager Hewlett-Packard Caribe LTD  
(Title) (Entity)

**University of Puerto Rico**

**Mayagüez Campus**

259 Blvd. Alfonso Valdez Cabian  
Mayagüez, 00680, Puerto Rico

By 043 J. Fernández Van Cleve 26/5/15  
(Functional Manager's Signature) (Date) *JFC*  
Title: Chancellor  
Name: Dr. John Fernández Van Cleve