Nondisclosure Agreement

This Agreement (the "Agreement") made and entered into as of this 7 day of August, 2012, by and between The University of Puerto Rico, having represented herein by the Chancellor of the University of Puerto Rico, Mayagüez Campus, ("Disclosing Party") and Isao Noda. ("Receiving Party"), with address 1568 Hunter Road, Fairfield, Ohio 45014, USA.

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, 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: (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; and (d) Receiving Party shall return to Disclosing Party 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.

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 through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; or (d) is disclosed by Receiving Party with Disclosing Party's prior written approval.

   Specific aspects or details of Confidential Information shall not be deemed to be within the public domain or in the possession of Receiving Party merely because the Confidential Information is embraced by general disclosures in the public domain or in the possession of Receiving Party. In addition, any combination of Confidential Information shall not be considered in the public domain or in the possession of Receiving Party merely because individual elements thereof are in the public domain or in the possession of Receiving Party unless the combination and its principles are in the public domain or in the possession of Receiving Party.

4. Receiving Party acknowledges and agrees that Confidential Information is proprietary to and a valuable trade secret of Disclosing Party and that any disclosure or unauthorized use thereof will 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. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, including its own employees, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information.

6. UPRM is subject to United States laws and regulations controlling the export of goods, 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 Control Act, the International Traffic in Arms Regulations ("ITAR"), the Export Administration Regulations ("EAR") and the laws and regulations implemented by the Office of Foreign Assets Control, U.S. Department of the Treasury ("OFAC"). Diversion contrary to U.S. law prohibited. The transfer of certain technical data, services and commodities may require 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. While UPRM agrees to cooperate in securing any license that the cognizant 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 allow any U.S. origin goods, software or technology to be used for any purposes prohibited by United State law.

7. This Agreement shall be effective on the date of signature and remain in effect for one year. The nondisclosure provisions of this Agreement shall survive any termination, cancellation or expiration of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first. 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 discovers that someone else 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 to Disclosing Party all documents containing or incorporating any Confidential Information within five (5) days.

11. If it is determined by either party hereto that an agreement relative to the use of the Confidential Information cannot be successfully negotiated, each party shall return to the other party any and all written material and/or prototypes and/or samples and or any other documentation received. The return of said material shall not affect the obligations of each party to treat the Confidential Information disclosed to it as confidential and not to use same, which confidentiality shall continue until the Confidential Information no longer qualifies as a trade secret or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.

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.

In Witnesses thereof the parties hereto have caused this Agreement to be executed in Mayaguez, Puerto Rico.

Receiving Party: Isao Noda, Ph.D., D.Sc.

By: Isao Noda Date: 7/10/12

Name: Isao Noda, Ph.D., D.Sc.

Title: Scientist

Disclosing Party: University of Puerto Rico

By: _____ Date: Aug/07/2012

Name: Jorge Rivera Santos, Ph.D.

Title: Chancellor, UPR Mayagüez

By: _____

By: _____ 7/20/2012
Date

Name: Belinda Pastrana

Title: Inventor/ Professor
Dept. of Chemistry

Recommended by:

_____

Dr. Walter Silva
Director
Research and Development Center
University of Puerto Rico
Mayaguez Campus

ISAO NODA

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Home address:	1568 Hunter Road Fairfield, OH 45014 Telephone (513) 858-3362
Date of birth:	January 29, 1951 Tokyo, Japan
Citizenship:	Japanese (US Permanent Resident)
Marital status:	Married, one child
Education:	D.Sc. (Chemistry), March 1997 The University of Tokyo Ph.D. (Chemical Engineering), February 1979 Columbia University in the City of New York M.Phil. (Chemical Engineering), May 1978 Columbia University in the City of New York M.S. (Bioengineering), May 1976 Columbia University in the City of New York B.S. (Chemical Engineering), May 1974 Columbia University in the City of New York
Affiliations:	American Chemical Society American Institute of Chemical Engineers American Physical Society Coblentz Society IR-Raman Society, Japan Phi Lambda Upsilon Sigma Xi Society for Applied Spectroscopy Society of Polymer Science, Japan
Employment:	The Procter & Gamble Company Research Fellow — Nov. 2, 1994 to date Section Head — Nov. 1, 1988 to Nov. 2, 1994 Group Leader — Jan. 1, 1983 to Oct. 31, 1988 Research Staff — Aug. 3, 1978 to Dec. 31, 1982

Honors

1. Outstanding paper at the Fall Meeting of the Materials Research Society, Boston, MA, November 27, 1989.

2. Outstanding poster at the 8th International Conference on Fourier Transform Spectroscopy, Lubeck-Travemunde, Germany, September 2, 1991.

3. 1991 William F. Meggers Award from the Society for Applied Spectroscopy presented at 19th Annual Meeting of the Federation of Analytical Chemistry and Spectroscopy Societies, Anaheim, CA, October 8, 1991.

4. 2002 Williams-Wright Award from the Coblentz Society presented at Pittsburgh Conference (Pittcon 2002), New Orleans, LA, March 19, 2002.

5. 2005 Cincinnati Chemist of the Year Award from the Cincinnati Section of the American Chemical Society, Cincinnati, OH, February 16, 2005.

6. International Academic Cooperation and Exchange Medal from Chinese Chemical Society and Chinese Optical Society presented at 15th National Conference on Molecular Spectroscopy, Beijing, China, October 19, 2008.

7. 2009 Gold Medal from the New York Section of the Society for Applied Spectroscopy presented at Eastern Analytical Symposium and Exposition, Somerset, NJ, November 18, 2009.

8. 2011 Bomem-Michelson Award from the Coblentz Society presented at Pittcon 2011, Atlanta GA, March 15, 2011.

9. 2011 Ellis R. Lippincott Award from the Optical Society of America, the Coblentz Society, and the Society for Applied Spectroscopy presented at FACSS 2011, Reno, NC, October 5, 2011.

Appointments

1. Editorial Board, *Journal of Applied Polymer Science*

2. Editorial Board *Journal of Environmental Polymer Degradation*

3. Organizing Committee Secretary, *International Symposium on Advanced Infrared Spectroscopy (AIRS) I*

4. Advisory Board, University of Connecticut, Polymer Science Program.

5. Organizing Committee, *International Symposium on Advanced Infrared Spectroscopy (AIRS) II*

6. International Organizing Committee, *12th European Symposium on Polymer Spectroscopy*

7. Organizing Committee, *International Symposium on Advanced Infrared Spectroscopy (AIRS) III*

8. Organizing Committee, Co-Chairman, *International Symposium on Two-Dimensional Spectroscopy (2DCOS)*

9. Organizing Committee, *James E. Mark Symposium on Emerging Opportunities in Polymer Technologies*

10. Advisory Board for Scientific Content, *Joint meeting of 6th International Workshop on Biodegradable Polymers and Plastics and 9th Annual Meetings of BEDPS*

11. External Steering Committee, Department of Chemical Engineering and Applied Chemistry, Columbia University in the City of New York.

12. Organizing Committee, Co-Chairman, *2nd International Symposium on Two-Dimensional Spectroscopy (2DCOS II)*

13. Honorary Adjunct Professor, Department of Biology, Tsinghua University, Beijing, China.

14. International Advisory Committee, *International Conference on Bio-based Polymers*

15. Advisory Committee, 3rd International Symposium on Two-Dimensional Correlation Spectroscopy (2DCOS-III).

16 Guest Research Staff, Research Center for Environment Friendly Polymers, Kwansei Gakuin University, Japan.

17. Williams-Wright Award Committee, the Coblentz Society.

18. International Advisory Committee, 4th International and 2nd Asian regional Symposium on Two-Dimensional Correlation Spectroscopy (2DCOS-2007).

19. Editorial Board, Journal of Spectroscopy and Spectral Analysis.

20. Editorial Board, Journal of Molecular Structure.

21. Fellow of the Society for Applied Spectroscopy.

Granted U. S. Patents

1. I. Noda and D.F. Hager, "Latex compositions capable of producing elastomers with hydrophilic surfaces," U.S. Patent 4 734 445, March 29, 1988.

2. I. Noda, "Selectively surface-hydrophilic porous or perforated sheets," U.S. Patent 4 735 843, April 5, 1988.

3. I. Noda, and D. F. Hager, "Cationic latex compositions capable of producing elastomers with hydrophilic surfaces," U.S. Patent 4 785 030, Nov. 15, 1988.

4. I. Noda, and D. F. Hager, "Cationic latex compositions capable of producing elastomers with hydrophilic surfaces," U.S. Patent 4 835 211, May 30, 1989.

5. I. Noda, "Disposable sanitary articles," U.S. Patent 5 015 245, May 14, 1991.

6. I. Noda, "Polycationic esterified latex precursors having polymerizable unsaturated groups," U.S. Patent 5 122 577, June 16, 1992.

7. I. Noda, "Paper with polycationic latex strength agent," U.S. Patent 5,200,036, Apr. 6, 1993.

8. I. Noda, "Absorbent structures from mixed furnishes," U.S. Patent 5,200,037, Apr. 6, 1993.

9. I. Noda, "Polycationic latex wet strength agent," U.S. Patent 5,342,875, Aug. 30, 1994.

10. A. D. Shine, S. D. Smith, and I. Noda, "Preparation of homogeneous polymers using supercritical fluid solutions," U.S. Patent 5,412,027, May 2, 1995.

11. I. Noda, "Biodegradable copolymers and plastic articles comprising biodegradable copolymers," U.S. Patent 5,489,470, Feb. 6, 1996.

12. I. Noda, "Biodegradable copolymers and plastic articles comprising biodegradable copolymers," U.S. Patent 5,498,692, Mar. 12, 1996.

13. I. Noda, "Biodegradable copolymers and plastic articles comprising biodegradable copolymers of 3-hydroxyhexanoate," U.S. Patent 5,502,116, Mar. 26, 1996.

14. I. Noda, "Biodegradable copolymers and plastic articles comprising biodegradable copolymers of 3-hydroxyhexanoate," U.S. Patent 5,536,564, Jul. 16, 1996.

15. A. D. Shine, S. D. Smith, and I. Noda, "Preparation of homogeneous polymers using supercritical fluid solutions," U.S. Patent 5,567,769, Oct.22, 1996.

16. I. Noda, "Biodegradable copolymers," U.S. Patent 5,602,227, Feb. 11, 1997. Reissued as U.S. Patent RE 36,548, Feb. 1, 2000.

17. I. Noda, "Biodegradable copolymers and plastic articles comprising biodegradable copolymers," U.S. Patent 5,618,855, April 8, 1997.

18. I. Noda, R. A. Lampe, and M. M. Satkowsi, "Spray processes using a gaseous flow for preparing biodegradable fibrils, nonwoven fabrics comprising biodegradable fibrils, and articles comprising such nonwoven fabrics," U.S. Patent 5,653,930, Aug. 5, 1997.

19. I. Noda, "Nonwoven material comprising fibers and an adhesive comprising polyhydroxyalkanoate," U.S. Patent 5,685,756, November 11, 1997.

20. I. Noda, "Nonwoven material comprising biodegradable copolymers," U.S. Patent 5,747,584, May 5, 1998.

21. I. Noda, R. A. Lampe, and M. M. Satkowsi, "Spray processes using a gaseous flow for preparing biodegradable fibrils, nonwoven fabrics comprising biodegradable fibrils, and articles comprising such nonwoven fabrics," U.S. Patent 5,780,368, Jul. 14, 1998.

22. I. Noda, "Solvent extraction of polyhydroxyalkanoates from biomass facilitated by the use of marginal nonsolvent," U.S. Patent 5,821,299, Oct. 13, 1998.

23. I. Noda, "Process for isolation of polyhydroxyalkanoates using air classification," U.S. Patent 5,849,854, Dec. 15, 1998.

24. I. Noda, "Process for recovering polyhydroxyalkanoates using centrifugal fractionation," U.S. Patent 5,899,339, May 4, 1999.

25. I. Noda, "Process for recovering polyhydroxyalkanoates using centrifugal fractionation," U.S. Patent 5,918,747, July 6, 1999.

26. I. Noda and L. A. Schechtman, "Solvent extraction of polyhydroxyalkanoates from biomass," U.S. Patent 5,942,597, Aug. 24, 1999.

27. I. Noda, "Films and absorbent articles comprising a biodegradable polyhydroxyalkanoate comprising 3-hydroxybutyrate and 3-hydroxyhexanoate comonomer units," U.S. Patent 5,990,271, Nov. 23, 1999.

28. I. Noda, "Fibers, nonwoven fabrics, and absorbent articles comprising a biodegradable polyhydroxyalkanoate comprising 3-hydroxybutyrate and 3-hydroxyhexanoate," U.S. Patent 6,013,590, January 11, 2000.

29. I. Noda, "Films and absorbent articles comprising a biodegradable polyhydroxyalkanoate comprising 3-hydroxybutyrate and 3-hydroxyhexanoate comonomer units," U.S. Patent 6,027,787, February 22, 2000.

30. I. Noda, "Biodegradable PHA copolymers," U.S. Patent 6,077,931, June 20, 2000.

31. I. Noda, "Fibers, nonwoven fabrics and absorbent articles comprising a biodegradable polyhydroxyalkanoate comprising 3-hydroxybutyrate and 3-hydroxyhexanoate comonomer units," U.S. Patent 6,143,947, November 7, 2000.

32. I. Noda, "Absorbent articles comprising a biodegradable PHA copolymers," U.S. Patent 6,160,199, December 12, 2000.

33. I. Noda, "Films comprising a biodegradable PHA copolymers," U.S. Patent 6,174,990 B1, January 16, 2001.

34. I. Noda, "Plastic articles comprising biodegradable PHA copolymers," U.S. Patent 6,569,990 B1, May 27, 2003.

35. I. Noda, S.B. Gross, H.J. O'Donnell, J.C. Horney, and M.D. Midkiff, "Disposable absorbent products and methods of manufacture and use," U.S. Patent 6,670,521 B2, Dec. 30, 2003.

36. I. Noda and W. M. Allen, Jr., "Grinding process for plastic material and compositions therefrom," U.S. Patent 6,699,963 B2, Mar. 2, 2004.

37. J.J. Zhao, I. Noda, G.W. Gilbertson, D.C. McAvoy, B.F. Gray, and D.H. Melik, "Molded of extruded articles comprising polyhydroxyalkanoate copolymer compositions having short annealing cycle times," US Patent 6,706,942 B1, Mar. 16, 2004.

38. E.B. Bond, J.-P.M. Autran, L.N. Mackey, I. Noda, H.J. O'Donnell, and D.V. Phan, "Multicomponent fibers comprising starch and polymers," US Patent 6,746,766 B2, Jun. 8, 2004.

39. D.H. Melik and I. Noda, "Polymer products comprising soft and elastic biodegradable polyhydroxyalkanoate copolymer compositions and methods of preparing such polymr products," US Patent 6,794,023 B1, Sep. 21, 2004.

40. I. Noda, E.B. Bond, and D.H. Melik, "Polyhydroxyalkanoate copolymer and polylactic acid polymer compositions for laminates and films," US Patent 6,808,795 B2, Oct. 26, 2004.

41. E.B. Bond, J.-P. M. Autran, L.N. Mckey, I. Noda, H.J. O'Donnell, and D.V. Phan, "Fibers comprising starch and polymers," US Patent 6,818,295 B2, Nov. 16, 2004.

42. D.H. Melik and I. Noda, "Methods for preparing soft and elastic biodegradable polyhydroxyalkanoate copolymer compositions and polymer products comprising such compositions," US Patent 6,821,612 B1, Nov. 23, 2004.

43. I. Noda, "Plastic articles digestible by hot alkaline treatment," US Patent 6,872,802 B1, Mar. 29, 2005.

44. E.B. Bond, J.-P. M. Autran, L.N. Mckey, I. Noda, and H.J. O'Donnell, "Fibers comprising starch and biodegradable polymers," US Patent 6,890,872 B2, May 10, 2005.

45. I. Noda and M.M. Satkowski, "Agricultural items and agricultural methods comprising biodegradable copolymers," US Patent 6,903,053 B2, June 7, 2005.

46. I. Noda, E.B. Bond, and D.H. Melik, "Fibers comprising polyhydroxyalkanoate copolymer/polylactic acid polymer or copolymer blends," US Patent 6,905,987 B2, June 14, 2005.

47. E.B. Bond, J.-P. M. Autran, L.N. Mckey, I. Noda, and H.J. O'Donnell, "Fibers comprising starch and biodegradable polymers," US Patent 6,946,506 B2, Sep. 20, 2005.

48. E.B. Bond and I. Noda, "Polyhydroxyalkanoate copolymer/starch compositions for laminates and films," US Patent 7,077,994 B2, Jul. 18, 2006.

49. J.J. Zhao, I. Noda, G.W. Gilbertson, D.C. McAvoy, B.F. Gray, and D.H. Melik, "Molded or extruded articles comprising polyhydroxyalkanoate copolymer and an environmentally degradable thermoplastic polymer," US Patent 7,098,292 B2, Aug. 29, 2006.

50. K. Kinoshita, F. Osakada, Y. Ueda, K. Narasimhan, A.C. Cearley, K. Yee, and I. Noda, "Mothod for producing polyhydroxyalkanoate crystal," US Patent 7,098,298 B2, Aug. 29, 2006.

51. K. Narasimhan, I. Noda, M.M. Satkowski, A.C. Cearley, M.S. Gibson, S.J. Welling, "Process for the extraction of polyhydroxyalkanoates from biomass," US Patent 7,118,897 B2, Oct. 10, 2006.

52. K. Kinoshita, F. Osakada, Y. Ueda, K. Narasimha,, A.C. Cearley, K. Yee, and I. Noda, "Method for producing polyhydroxyalkanoate crystal," US Patent 7,153,928 B2, Dec. 26 2006.

53. I. Noda, M.M. Satkowski, and G.C. Ames, "Method of and items for reducing latex exposure," US Patent 7,166,343 B2, Jan. 23, 2007.

54. I. Noda, S.B. Gross, and H.J. O'Donnell, "Dispersible absorbent products having a multi-layered structure and methods of manufacture and use," US Patent 7,838,725 B2, Nov. 23, 2007.

55. E.B. Bond, J.-P. M. Autran, L.N. Mckey, I. Noda, and H.J. O'Donnell, "Multicomponent fibers comprising starch and polymers," US Patent 7,851,391 B2, Dec. 14, 2010.