NON-CIRCUMVENTION AGREEMENT

This agreement is entered into this \_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_ by and between the following parties:

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,its agents, servants, successors, heirs, executors, associations or partnerships (hereinafter „ALLCAPS”);

 and

2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, its officers, shareholders, directors, agents, employees, predecessors, successors, parent corporations, subsidiary corporations, affiliates and assigns (hereinafter „ALLCAPS”);

WHEREAS; the parties to this agreement intend to engage in substantive negotiations and discussions regarding certain proprietary and confidential business opportunities, relationships, trade secrets, inventions and scientific information; and

WHEREAS; the parties wish the aforementioned information to remain proprietary and confidential;

THEREFORE; the parties hereby agree as follows:

AGREEMENT

1. DEFINITIONS: For the purposes of this contract, the following terms shall be defined as follows:

A. CONFIDENTIAL shall refer to all information known by the disclosing party and which is not commonly known to the public and which would not be easily ascertainable by reference to public sources of reference such as phone books or the Internet.

B. PROPRIETARY shall refer to all information gained or developed within the course of the disclosing party�s business, including, but not limited to, trade secrets, business relationships, sources, suppliers, client or customer lists,

C. DISCLOSING PARTY shall refer to the party divulging the confidential or proprietary information or making the introduction of a previously unknown party or individual to the receiving party.

D. RECEIVING PARTY shall refer to the party to whom information is given or to whom an introduction is made.

2. claims sole right to any and all scientific information developed by . Any such information disclosed by shall be held in confidence by \_\_\_\_\_\_\_\_\_\_\_\_ and shall not be disclosed to any third parties without the prior written consent of .

3. Any confidential information disclosed by either party shall be held in confidence by the receiving party and shall not be revealed to third parties without the prior written consent of the disclosing party. Furthermore, the receiving party shall take all reasonable means to prevent disclosure of the confidential information, including, but not limited to, the same level of security used by the receiving party to protect its own confidential or proprietary information.

4. Both parties agree that they will not use any advantages derived from the confidential or proprietary information disclosed by the other party, unless it is pursuant to an agreement with the disclosing party.

5. Both parties have developed various relationships within the course and scope of their business activities. For all introductions made by either party, the receiving party agrees not to circumvent or to disclose the existence of the relationship to any third parties without the prior written agreement of the disclosing party. The receiving party further promises not to allow or assist in the circumvention of any such confidential relationship for such time as any negotiations are pending between the parties or as long as any contractual relationship exists between the parties, and for a period of one year thereafter. Receiving party will not enter into any business relationship or transaction with any individual or party disclosed or introduced pursuant to this agreement or the negotiations between the parties.

6. Both parties agree that the disclosing party shall be considered the source of any contact or information disclosed unless the receiving party can demonstrate knowledge of the contact or information prior to the disclosure.

7. If the disclosing party believes that any information or contact about to be disclosed is confidential or proprietary, disclosing party must so state in writing prior to or contemporaneous with such disclosure. For the purpose of this contract, written notice shall be considered sufficient if delivered as follows:

A. To

.

B. To \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

8. This agreement shall be construed in accordance with the laws of the state of and the parties agree that shall be the forum of choice for all legal matters.