

NON-DISCLOSURE, NON-COMPETE, NON-CIRCUMVENT AGREEMENT

The Company (Enter Company Here) and the individual named below, the parties agree that:

This Non-disclosure, Non-compete, Non-circumvent Agreement (the "Agreement") is made effective this ___ day of _____, 200__, (the "Effective Date") by and between Alaska Manufacturing Extension Partnership, Inc. ("AMEP") and [_____] ("Company" "Client" "Subcontractor" "Consultant") in order to protect certain confidential and proprietary information ("Information") which may be exchanged.

Information Mode Coverage. The Information may include, but is not limited to, specifications, design plans, product blueprints, ideas, inventions, methods, processes, chemical formulations, chemical compounds, mechanical/electrical specification, current and future product plans, system architectures, medical devices, product strategies, software, scientific, clinical, or technical data, pharmaceuticals, prototypes, equipment, drawings, marketing strategies, customer lists, business plans, financial material, instruction manuals or any other business and/or technical information. Any tangible form of Information disclosed by the disclosing party must be marked as confidential at the time of disclosure. If any oral or intangible (by observation, electronic, magnetic or other like form) form of Information is disclosed by the disclosing party, that Information must be identified as confidential at the time of the disclosure, and then summarized in a written memorandum which is marked as "confidential," or the like, and thereafter, delivered to the party's Representative named herein within thirty (30) days of the date of the disclosure.

Utilization of Information. The party receiving Information under this Agreement shall use the Information only for the purposes of the provision of manufacturing technical assistance, business planning, and implementation within mutually agreed upon projects; and for no other purpose whatsoever, including disclosure to third parties, engaging in competition, or any attempt to circumvent ("Company" "Client" "Subcontractor" "Consultant"). During the term of this Agreement, the participant may refuse to receive certain Information and such refusal request shall be honored by the disclosing party.

Degree of Care. The party receiving Information shall protect the disclosed Information by using the same degree of care as a party uses to protect its own Information of a like nature, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, disclosure or publication of the Information. The party receiving Information, however, may disclose such Information only to those of its employees, subcontractors and consultants, who have a definable need to know such Information and who are under similar written obligations of confidentiality as recited in this Agreement. The party receiving Information under this Agreement shall not be permitted to disclose, distribute or disseminate this Information to any third party, except as otherwise stated herein.

Information Transmittal Dates. This Agreement controls only Information which is disclosed between the Effective Date and the ___ day of _____, 200__.

Duty to Protect Information. The receiving party's duty to protect the Information disclosed under this Agreement expires on the _____ day of _____, 200____; unless such Information is identified as a "Trade Secret", in which event such Trade Secret Information shall remain confidential until one of the events occurs:

This Agreement imposes no obligation upon a party receiving the Information where such Information **(a)** was in the receiving party's possession before receipt from the disclosing party; **(b)** is or becomes a matter of public knowledge through no fault of the receiving party; **(c)** is rightfully received by the receiving party from a third party without a duty of confidentiality; **(d)** is disclosed by the disclosing party to a third party without a duty of confidentiality on the third party; **(e)** is independently developed by the receiving party and the receiving party can provide demonstrable evidence that no disclosing party Information was used, in any manner, in such independent development; **(f)** is disclosed under operation of law; provided that, the receiving party promptly notifies, in writing, the disclosing party regarding such required disclosure so that the disclosing party has the opportunity to seek a protective or similar order to prevent such disclosure of Information; or **(g)** is disclosed by the receiving party with the disclosing party's prior written approval.

Representations, Warranties, Assurances, Guarantees, or Inducements. The disclosing party warrants that it has the right to make disclosures of Information under this Agreement; however, none of the Information disclosed by the disclosing party to the receiving party shall be construed as a representation, warranty, assurance, guarantee or inducement of any kind with respect to the Information disclosed.

Licenses, Trademarks, Patents, Copyrights, Maskwork or Intellectual Property Rights. No license, under any trademark, patent or patent improvement, copyright or derivative works thereof, maskwork or any other intellectual property right, is either granted or implied by the disclosing or provision of Information to the receiving party.

Obligation of Parties. Neither party has an obligation under this Agreement to purchase or license any service or item from the other party nor enter into any type of employment, business or technology arrangement and/or agreement, as a result of entering into this Agreement.

Sale, Licensing or Provision of Services. The disclosing party has no obligation under this Agreement to offer for sale or license items or services using or incorporating the Information. The disclosing party may, at its sole discretion, offer such items or services for sale or license, modify the items or services, or discontinue the sale or license of such items or services at any time.

Applicable Federal Law. A party receiving Information shall adhere to U.S. Export Administration Laws and Regulations and shall not export or re-export any Information, any technical data, items or products arising from the Information received from the disclosing party or the direct product of such technical data, items or products arising from the Information to any country or person outside the U.S., unless properly authorized by the U.S. Government.

Limitation of Relationship. The parties do not intend that any employment, agency, joint venture or partnership relationship be created between them by this Agreement.

Return of Information. All Information, and copies thereof, acquired by the receiving party shall remain the property of the disclosing party and shall be, at the disclosing party's written request and option, either promptly returned to the disclosing party or destroyed by the receiving party to be followed by prompt written confirmation of such destruction.

Notices. All communications hereunder shall be in writing and shall be deemed delivered: (i) if by hand, on the date of delivery; (ii) three (3) business days after deposit in the U.S. Mail, first-class postage prepaid, to the parties at the addresses set forth below or to such other addresses as the parties shall designate by notice; or (iii) upon receipt by the sending party of confirmation of successful transmission if sent by facsimile or email.

Entire Agreement; Binding Effect; Modification. This Agreement, together with all Exhibits, Appendices and Addendums, contains the entire agreement among the parties, superseding in all respects any and all prior oral or written agreements or understandings. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement shall not be modified or amended except by an instrument in writing signed by or on behalf of the parties hereto.

Governing Law. This Agreement shall be governed by the laws of the State of Alaska.

Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Severability. If any provision or part of a provision of this Agreement shall be determined to be void and unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain valid and enforceable.

Assignment. Neither this Agreement nor any rights, duties, or interest hereunder shall be assigned by any party without the prior written consent of the other(s).

Waiver. The failure of either party to insist in one or more instances upon the performance of any term or condition of this Agreement shall not be construed as a waiver of future performance of any such term or condition, but the obligations of either party with respect thereto shall continue in full force and effect.

Rule of Construction. The parties to this Agreement hereby recognize that they have been represented by separate counsel, or have been afforded the opportunity therefore in this transaction, and all terms and conditions herein have been negotiated at arm's length and, therefore, the rule of strict construction of a document against the drafter does not apply.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ALASKA MANUFACTURING EXTENSION
PARTNERSHIP, INC.

CONSULTANT, CLIENT, OR
SUBCONTRACTOR (select)

By: _____

Name
Position
Street Address
City, State, Zip
Fax No.
Email

By: _____

Name
Position
Street Address
City, State, Zip
Fax No.
Email