

“STRINGER” AGREEMENT

THIS AGREEMENT, dated _____,
is made BETWEEN _____, (herein after called “WRITER”)
AND VirSci Corporation herein after called "PUBLISHER" whose address is: PO Box 760,
Newtown, PA 18940.

WRITER CONTACT INFORMATION:

NAME: _____

JOB TITLE: _____

COMPANY: _____

MAILING ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE: _____ FAX: _____

EMAIL ADDRESS: _____

This agreement concerns use of the services of WRITER as a “stringer” on assignment from the PUBLISHER to attend certain pharmaceutical conferences and subsequently write reviews, highlights, or summaries of presentations made at these conferences.

(1) WRITER and PUBLISHER will agree on what conference should be covered and PUBLISHER will collaborate with WRITER before the conference to determine which presentations should be covered. **WRITER will deliver a minimum of 2 reviews (maximum of 3) of approximately 1000 to 1200 words each in WORD format via e-mail within 5-7 business days following the conference.** Reviews should be written in a style and manner consistent with other similar reviews published in *Pharma Marketing News*. See Author Guidelines at <http://www.pharma-mkting.com/news/PMN-Author-Guidelines.pdf> for more details.

(2) In exchange for services of WRITER, PUBLISHER will provide WRITER with a complimentary registration ("press pass") to the selected pharmaceutical conference(s) agreed to by both PUBLISHER and WRITER.

(3) PUBLISHER will not re-imburse WRITER for travel, food or other expenses other than those expressly mentioned below.

(4) WRITER will be registered as a Business Writer for *Pharma Marketing News*. WRITER agrees to represent him/herself as an independent business writer/consultant on assignment from *Pharma Marketing News*.

(5) As part of WRITER's assignment, WRITER is expected to network with attendees and speakers at the conference, collect business cards, and contact speakers or attendees after the conference for the purposes of writing reviews. As a benefit of this arrangement, WRITER is also free to use these contacts for his or her

own purposes (however, see paragraph 6, below). However, WRITER agrees to make a copy of all business cards collected and share these contacts with PUBLISHER, who may also pursue other business relations with these contacts.

(6) At all times, WRITER will act as a professional business writer/journalist on assignment from *Pharma Marketing News* and avoid any appearance of conflict of interest. That is, WRITER will not promote his or her own services or products while conducting interviews in the name of *Pharma Marketing News*.

(7) WRITER is responsible for obtaining permission from presenters to review their presentations for publication and securing any copyright clearances for material used. WRITER is also responsible for obtaining presenter's approval of the copy, especially when quoting the presenter in the review. These approvals should be documented via e-mail and cc'd to PUBLISHER. WRITER will also obtain presenter's permission to include their contact information in the newsletter as well as their photo (if one is supplied).

(8) Any materials--especially conference binders--received by WRITER as an attendee can be used by WRITER to prepare his or her reviews, after which WRITER will send these materials to PUBLISHER upon PUBLISHER's request (PUBLISHER will pay for any postage/shipping charges).

(9) WRITER shall submit a manuscript which is satisfactory to PUBLISHER in form and content. Acceptability of the written Work for publication shall be at the sole discretion of PUBLISHER.

(10) PUBLISHER will acknowledge WRITER as the author when articles are published. Contact information (e-mail address) will also be supplied, if desired.

(11) This is a "work for hire" agreement in which PUBLISHER owns all copyright interests, and WRITER assigns all of same to PUBLISHER..

(12) This agreement may be terminated at any time by WRITER or by PUBLISHER. However, if WRITER attends a conference under the terms of this agreement, and subsequently terminates this agreement, WRITER is obligated to supply PUBLISHER with an acceptable work product from this conference as defined above.

(13) Protection of Confidential Information. The terms and conditions of this Paragraph shall apply in the event of the disclosure of information that either party may consider to be confidential or proprietary.

A. Each party (1) shall treat as confidential and proprietary all "Confidential Information", as hereinafter defined, and shall not use such Confidential Information except as expressly set forth herein or otherwise authorized in writing, (2) shall implement reasonable procedures to prohibit the disclosure, unauthorized duplication, misuse or removal of such Confidential Information, and (3) shall not disclose Confidential Information to any third party except as may be necessary and required in connection with its rights and obligations under this Agreement, and subject to confidentiality obligations at least as protective as those set forth herein. Without limiting the foregoing, each of the parties shall use at least the same procedures and degree of care which it uses to prevent the disclosure of its own confidential information of like importance to prevent the disclosure of the other party's Confidential Information, and shall in any event use no less than reasonable procedures and a reasonable degree of care.

B. Definition of Confidential Information. As used herein, "Confidential Information" shall include any and all secret, confidential, and proprietary information, regardless of physical form or whether in oral or machine-readable form, as may be designated by the other party. Such secret, confidential, and proprietary information shall include, but not be limited to financial and investment data, business records, research,

know-how, intellectual property of whatever form, and other trade secrets relating to the business of each party furnished or made available by either party, and whether or not specifically relating to areas including, but not limited to: (a) each party and its related services, (b) technology which each party owns, plans, or develops, whether for its own use or for use by the other party or other clients, or with which each party becomes familiar in the course of reviewing any of the Confidential Information; (c) costs, prices, profits, customer lists, services, contract terms, markets, sales, products, key personnel, or other business affairs; and (d) methods, operational or otherwise, strategic plans, product and/or service development, techniques, processes, and technology and/or other trade secrets.

C. Exceptions to Confidentiality Provisions. Notwithstanding the foregoing, Confidential Information shall not include information (i) in the public domain (other than as a result of a breach of this Agreement), (ii) in either party's possession prior to its receipt from the other party pursuant to this Agreement, (iii) independently developed by either party or known through a third party that has no duty of confidentiality to either party; (iv) that is disclosed with each party's prior written approval; or (v) that is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body.

D. Disclosure of Confidential Information to Representatives. Each party shall be permitted to disclose the Confidential Information to its representatives having a need for access thereto in connection with this Agreement, and who have been instructed as to, and have agreed to be bound by, the terms and conditions of this Agreement prior to being given access to the Confidential Information. Each party shall take steps, no less rigorous than those it takes to protect its own proprietary information, to prevent its representatives from acting in a manner inconsistent with the terms of this Agreement. The parties agree that they shall not enter into client agreements unless such agreements adopt provisions concerning confidentiality that are the same, or more stringent, as those contained in this Paragraph.

The parties below have read this document. They fully understand its contents and agree to same.

WRITER:

PUBLISHER:

Signature

Signature



Print Name: _____

Print Name: John Mack

Title: _____

Title: President

Date: