CONFIDENTIALITY AGREEMENT
Form 35

1.   This CONFIDENTIALITY AGREEMENT ("Agreement") is entered into by and between ("Health Professional"), and _____ ("Custodian"). Health Professional and Custodian may also be referred to individually as "Party" or collectively as "Parties."   Capitalized terms used herein and not defined shall have the meaning ascribed to them in the Rules of Practice and Procedure before the Colorado Oil and Gas Conservation Commission ("COGCC" and "COGCC Rules").

2.   As permitted under the COGCC Rules, Custodian claims that the specific identity of a chemical, the concentration of a chemical or both the specific identity and the concentration of a chemical is/are claimed to a Trade Secret.

3.   In accordance with the COGCC Rules:

a)   Health Professional has requested in writing and provided to Custodian a written statement of need (as described in the COGCC Rules) for the specific identity of chemicals and the concentration thereof used in the Custodian's operations ("Trade Secret Information"); or

b)   Upon determination that a medical emergency exists and the Trade Secret Information is necessary for emergency medical treatment, the Custodian disclosed Trade Secret Information to Health Professional upon a verbal acknowledgement by Health Professional that such information will not be used for purposes other than the health needs asserted, and that the Health Professional shall otherwise maintain the information as confidential. Custodian may request a written statement of need, and a confidentiality agreement as soon as circumstances permit from all Health Professionals to whom Trade Secret Information was disclosed in an emergency situation.

4.   Identification of Trade Secret Information. Any Trade Secret Information provided to Health Professional by Custodian in tangible form that is intended to be Trade Secret Information shall be labeled "CONFIDENTIAL" or "TRADE SECRET" or "PROPRIETARY" or bear a similar written legend. Any Trade Secret Information provided to Health Professional by Custodian orally or visually that is intended to be Trade Secret Information shall be identified as confidential, trade secret or proprietary by verbal notice at the time such information is provided.

5.   Nondisclosure of Trade Secret Information. Health Professional agrees to hold confidential all Trade Secret Information provided by the Custodian and not to make use of it for purposes other than medical diagnosis, treatment, or other health needs asserted in the statement of need.

6.   Nothing in this Agreement shall prohibit Health Professional from disclosing Trade Secret Information obtained from Custodian if Health Professional can document that: a) the information was not identified as Trade Secret Information as provided in paragraph 4 of this Agreement; or b) Health Professional is required by law to disclose such information pursuant to a court order or government agency order.

7.   Notice. If Health Professional receives notice that it may become legally required to disclose any Trade Secret Information, Health Professional shall provide Custodian with prompt notice of any proceedings reasonably calculated to require such disclosure. Custodian may, if it desires and at its own expense, intervene or seek a protective order preventing the disclosure of such Trade Secret Information. In the event disclosure is required by court order of government agency order, Health Professional shall disclose only that portion of the Trade Secret Information which Health Professional is advised by Health Professional's counsel is legally required to be disclosed.

8.   Entire Agreement.   The Parties acknowledge and agree that this Agreement embraces the entire Agreement between the Parties relating to the subject matter hereof.

9.   Governing Law. This Agreement shall be governed by and construed in accordance with the law of the State of Colorado, and nothing in this Agreement shall be construed to modify or eliminate any remedies provided in the Colorado Uniform Trade Secrets Act; C.R.S 7-74-101 et seq.

10.   Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which shall constitute a single instrument.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the date noted below.

HEALTH PROFESSIONAL

Company:_____

Name (print):_____

Signature:_____

Title:_____

Date:_____

CUSTODIAN

Company:_____

Name (print):_____

Signature:_____

Title:_____

Date:_____