



EMPLOYMENT AGREEMENT

This agreement made and entered into this _____, by and between Syed Wajih Rizvi, M.D., President of R-Research, hereinafter referred to as “employer”, and _____, hereinafter referred to as “employee”

The parties recite that:

- A. Employer is engaged in clinical research management and maintains business premises.
- B. Employee is willing to be employed by employer, and employer is willing to employ employee, on the terms and conditions hereinafter set forth.

For the reasons set forth above, and in consideration of the mutual covenants and promises of the parties hereto, employer and employee agree as follows:

1. AGREEMENT TO EMPLOY AND TO BE EMPLOYED

Employer hereby employs employee as a permanent full-time Clinical Research Coordinator (CRC-1), and employee hereby accepts and agrees to such employment effective October 11th 2003.

2. DESCRIPTION OF EMPLOYEE’S DUTIES

Subject to the supervision and pursuant to the orders, advice, and directions of employer, employee shall perform such duties as are customarily performed by one holding such position in other businesses or enterprises of the same or similar nature as that engaged in by employer. Employee will be responsible for coverage during the hours necessary to perform the tasks required for assigned protocols. In general, these duties can be completed during normal 8:00 A.M. and 6.00 P.M., Monday Through Friday, however, intermittent evenings, Saturdays and Sundays will also be required. Employee shall additionally render such other and unrelated services and duties as may be assigned from time to time by employer.

3. MANNER OF PERFORMANCE OF EMPLOYEE'S DUTIES

Employee shall at all times faithfully, industriously, and to the best ability, experience, and talent, perform all duties that may be required of and from employee pursuant to the express and implicit terms hereof, to the reasonable

satisfaction of employer. Such duties shall be rendered at the above mentioned premises and at such other place or places as employer shall in good faith require or as the interests, needs, business, and opportunities of employer shall require or make advisable.

4. DURATION OF EMPLOYMENT

Either party, upon a reasonable oral or written notice to the other party, may terminate this Agreement. However, as a common courtesy, a two week notice is requested upon termination of employment by employee

5. COMPENSATION/REIMBURSEMENT

Employer shall pay employee and employee agrees to accept from employer, in full payment for employee's service here under compensation plus other benefits as agreed, payable bi-monthly. In addition to the foregoing, employer will reimburse employee for any and all necessary, customary, and usual expenses incurred while traveling for and on behalf of the employer pursuant to employer's directions.

6. NONDISCLOSURE OF INFORMATION CONCERNING BUSINESS

Employee will not at anytime, in any fashion, form, or manner, either directly or indirectly divulge, disclose, or communicate to any person, firm, or corporation in any manner whatsoever any information of any kind, nature, or description concerning any matters affecting or relating to the business of employer including, without limitation, the names of any of its patients, physicians or sponsors, or any other information concerning the business of employer, its manner of operation, or its plans, processes, or other data of any kind, nature, or description without regard to whether any or all of the foregoing matters would be deemed confidential, material or important. The parties hereby stipulate that, as between them, the foregoing matters are important, material, and confidential, and gravely affect the effective and successful conduct of the business of employer and its good will, and that any breach of the terms of this section is a material breach of this agreement.

7. DISCONTINUANCE OF BUSINESS AS TERMINATION OF EMPLOYMENT

Anything herein contained to the contrary notwithstanding, in the event that employer shall discontinue operations at the premises mentioned above, then this agreement shall cease with the same force and effect as if such last day of the month were originally set forth as the termination date hereof.

8. EMPLOYEE'S COMMITMENTS BINDING ON EMPLOYER ONLY ON WRITTEN CONSENT.

employee shall not have the right to make any contracts or other commitments for or on behalf of employer without the written consent of employer.

9. CONTRACT TERMS TO BE EXCLUSIVE

This written agreement contains the sole and entire agreement between the parties, and supersedes any and all other agreements between them. The Parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this agreement or any representation inducing the execution and delivery hereof except such representation as are specially set forth herein, and each party acknowledges that he or it has relied on his or its own judgment in entering into the agreement. The parties further acknowledge that any statements or representations that may have heretofore been made by either of them to the other are void and of no effect and that neither of them has relied thereon in connection with his or its dealings with the other.

10. WAIVER OR MODIFICATION INEFFECTIVE UNLESS IN WRITING

No waiver or modification of this agreement or any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith. Furthermore, no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this agreement, or the rights or obligations of any party here under, unless such waiver or modification is in writing, duly as aforesaid. The provisions of this paragraph may not be waived except as herein set forth.

11. CONTRACT GOVERNED BY LAW

This agreement and performance here under and all suits and special Proceedings here under shall be construed in accordance with the laws of the state of New Jersey.

12. BINDING EFFECT OF AGREEMENT

This agreement shall be binding on and inure to the benefit of the respective parties and their respective heirs, legal representatives, successors, and assigns

Executed on the date first above written.

R-Research

Syed Wajih Rizvi, M.D., President

Date

Date