

**UNIVERSITY OF NORTH FLORIDA
MUTUAL NON-DISCLOSURE AGREEMENT**

This MUTUAL NON-DISCLOSURE AGREEMENT ("Agreement") is entered into on this ____ day of _____, 20__ between UNIVERSITY OF NORTH FLORIDA, a public body corporate of the State of Florida having an address of 1 UNF Drive, Jacksonville, FL 32224 (hereafter referred to as "UNF"), and _____, with principal offices at _____, (hereinafter referred to as "Partner").

WHEREAS, UNF and Partner desire to evaluate a potential relationship between the parties; and

WHEREAS, each party maintains proprietary, confidential, and trade secret information (defined below as the "Confidential Information") relating to _____; and

WHEREAS, the Confidential Information is being disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party") for the purpose of evaluating such potential relationship between the parties; and

WHEREAS, as a condition to being furnished the Confidential Information, the Receiving Party agrees to hold the Confidential Information of the Disclosing Party in confidence in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Confidential Information.** Confidential Information shall be deemed to be any and all information of the Disclosing Party that is (a) furnished or disclosed by or on behalf of the Disclosing Party to the Receiving Party under this Agreement, including, without limitation, business, financial, or legal records, know-how, processes, inventions, customer lists, price lists, business plans, personnel, or Technology, on any media, whether in print, optical, or electronic form, or however communicated and (b) marked as or otherwise made known at the time of disclosure to be confidential and proprietary. "Technology" shall mean any and all software, computer programs, hardware and network configurations owned by Disclosing Party. Receiving Party acknowledges and agrees that the Confidential Information derives independent economic value from not being generally known to other persons who can obtain economic value from its disclosure or use and not being readily ascertainable by proper means by such other persons; is the subject of reasonable efforts under the circumstances to maintain its secrecy; and is trade secret. In accordance with the terms and conditions hereof, as a condition to being furnished the Confidential Information, Receiving Party hereby agrees to use reasonable care to hold the Confidential Information in confidence and prevent disclosure, publication, and dissemination of the Confidential Information.
2. **Use and Disclosure.** Receiving Party hereby agrees that the Confidential Information shall be used solely for the purpose of evaluating a possible relationship between the parties, except that any Confidential Information may be disclosed to trustees, directors, officers, employees, agents, faculty, students, advisors, contractors or other representatives of Receiving Party who need to know such information solely for the purpose of evaluating a possible relationship between the parties; provided however that such trustees, directors, officers, employees, agents, faculty, students, advisors, contractors or other representatives agree in writing to maintain the confidentiality of the Confidential Information in accordance with the terms of this Agreement.
3. **Exclusions.** The Confidential Information shall exclude any information that is disclosed to or learned by Receiving Party that is: (i) generally available to the public other than directly or indirectly as a result of a disclosure by Receiving Party, (ii) rightfully conveyed to Receiving Party by a third party and is not subject to another confidentiality agreement with, legal, fiduciary, or other obligation of secrecy to Disclosing Party, (iii) independently developed by Receiving Party without use of the Confidential Information; or (iv) required by order or requirement of a court, administrative agency, or other governmental body to be released by Receiving Party in accordance with Section 4 hereunder.

4. **Requests for Disclosure.** If Receiving Party is requested or is required by applicable law, rule or regulation (including, but not limited to, by interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information of Disclosing Party, Receiving Party will provide Disclosing Party with reasonable notice of such request and requirement so that Disclosing Party may consider seeking a protective order. In the absence of a protective order or the receipt of a waiver hereunder from Disclosing Party, if Receiving Party is nonetheless compelled to disclose any Confidential Information to any tribunal or other person or else stand liable for contempt or suffer other censure or penalty, Receiving Party may disclose that portion of such Confidential Information that Receiving Party is legally compelled by order or otherwise to disclose.
5. **No Rights.** Receiving Party hereby acknowledges and agrees that the Confidential Information is the property of Disclosing Party. Nothing in this Agreement is intended to grant any rights in or to the intellectual property of Disclosing Party, nor shall this Agreement grant Receiving Party any rights in or to the Confidential Information, except the limited right to review such Confidential Information solely for the purposes set forth herein.
6. **Termination and Return of Materials.** Either party may discontinue the disclosure of Confidential Information contemplated by this Agreement at any time by providing written notice to the other party specifying the date of discontinuation ("Termination Date"). Following the Termination Date, Receiving Party will use reasonable efforts to destroy all written and other tangible Confidential Information, together with all copies and summaries thereof in the possession or under the control of Receiving Party. Except as otherwise agreed to herein, Receiving Party agrees not to retain any copies, extracts or other reproductions in whole or in part of the Confidential Information. All documents, memoranda, notes and other writings whatsoever prepared by Receiving Party, or its trustees, directors, officers, employees, agents, faculty, students, advisors, contractors or other representatives, that include Confidential Information shall also be destroyed by Receiving Party.
7. **No Obligation.** Each party agrees that unless and until a written definitive agreement addressing further transactions or services has been executed by both parties, neither party will be under any legal obligation of any kind whatsoever with respect to such transaction notwithstanding any statements made by any party or its trustees, directors, officers, employees, agents, faculty, students, advisors, contractors or other representatives except for the matters specifically agreed to herein. This Section may be modified or waived only by a separate writing executed by both parties expressly modifying or waiving this Section.
8. **Miscellaneous.**
 - (a) **CREATE Act.** Both parties acknowledge and agree that this Agreement is not a joint research agreement under the Cooperative Research and Technology Enhancement Act (CREATE), 35 U.S.C. § 103, and both parties further agree that they shall not invoke the CREATE Act with regard to the matters contained herein.
 - (b) **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Florida, without regard to conflicts of law principles that would result in the application of the law of another jurisdiction.
 - (c) **Venue.** In the event any suit, action or proceeding is brought by either party with respect to this agreement, such action, suit or proceeding shall be brought in a Florida state court located in Duval County, Florida or in the United States District Court for the Middle District of Florida, Jacksonville Division, as the party bringing the suit, action or proceeding may elect and both parties hereby accept and submit to the exclusive jurisdiction of such courts for the purpose of any such action, suit or proceeding. In addition, both parties hereby irrevocably waive, to the fullest extent permitted by law, any objection that they may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of this agreement or any judgment entered by any court in respect of any part thereof brought in the

State of Florida and hereby irrevocably waive any claim that any suit, action or proceedings brought in Duval County, Florida, has been brought in an inconvenient forum.

- (d) No Waiver. No failure or delay by either party in exercising any right, power or privilege will operate as a waiver thereof nor will any single or partial exercise preclude any other or further exercise of any right, power or privilege.
- (e) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.
- (f) No Assignment. This Agreement may not be amended or assigned without the written consent of the parties hereto.
- (g) Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect. If any of the covenants or provisions of this Agreement are determined to be unenforceable by reason of its extent, duration, scope or otherwise, then the parties contemplate that the court making such determination shall reduce such extent, duration, scope or other provision and enforce them in their reduced form for all purposes contemplated by this Agreement.
- (h) Announcement. Neither party shall disclose to any person (including another entity that has been provided Confidential Information) the fact that the Confidential Information has been made available to Receiving Party or that Receiving Party has inspected any portion of the Confidential Information. Except as required by law, neither party shall make any announcement, press release, or other public statement regarding the discussions, negotiations, arrangements, or relationship of the parties contemplated by this Agreement, without the prior written approval of the other party, which shall include a mutually agreeable time and content for such announcement.
- (i) State of Florida Entity. Notwithstanding anything else contained herein to the contrary, Partner acknowledges and agrees that UNF is a constituent member of the Florida state university system existing pursuant to Section 7, Article IX of the Constitution of the State of Florida that is administered by The University of North Florida Board of Trustees, a public body corporate, pursuant to said Section and Section 1001.72, Florida Statutes, and, as a result, UNF is subject to and must comply with Chapter 119, Florida Statutes.

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the _____ day of _____, 20__.

_____:

UNIVERSITY OF NORTH FLORIDA
BOARD OF TRUSTEES:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____