

ATTACHMENT B - CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (this "Agreement") is made and entered into as of the _____ day of _____, 20____ ("Effective Date"), by and between _____ (hereinafter referred to as "____"), and the University of Florida Foundation, Inc., a Florida non-profit corporation having its principal place of business at 1938 W. University Ave., Gainesville, Florida 32603 (hereinafter referred to as the "Foundation"). This Agreement shall govern the conditions of disclosure by or on behalf of each party, (each a "Disclosure Party" and a "Receiving Party", as applicable), of Confidential Information, as hereinafter defined, and the use of such Confidential Information for the purpose of ("Stated Purpose").

1. Definition of Confidential Information. For purposes of this Agreement, "Confidential Information" means all information and data that Disclosing Party provides to the Receiving Party pursuant to this Agreement that Disclosing Party intends to remain secret from third parties on the grounds that its disclosure would cause the Disclosing Party competitive harm, or result in disclosure of personal and private information, or waive a privilege granted by law. Confidential Information includes but is not limited to, proprietary materials regarding the Disclosing Party's business information or objectives, or personnel information, that is provided by the Disclosing Party to the Receiving Party hereunder, either (a) in written or other tangible medium and designated or marked as confidential, or (b) orally, visually or physically, and designated as confidential at the time of such disclosure, except any portion of (a) or (b) that:

i. _____ is already known to the Receiving Party, as evidenced by competent written records predating disclosure under this Agreement; or

ii. _____ is or becomes known or available to the public other than through acts or omissions of the Receiving Party in violation of this Agreement.

2. Treatment of Confidential Information. The parties hereby each agree, with respect to any Confidential Information they receive directly from the other party, or indirectly through the University of Florida (a) not to use any such Confidential Information except for the Stated Purpose; (b) to safeguard such Confidential Information against disclosure to others using the same degree of care as it exercises with respect to its own proprietary information and in no event less than a reasonable degree of care; (c) to mark any duplication or reproduction, in whole or in part, of such Confidential Information with a notice stating that same is the Confidential Information of the Disclosing Party; and (d) not to disclose any such Confidential Information to others without the express written permission of the Disclosing Party, except that the Receiving Party shall not be prevented from disclosing such Confidential Information to the extent required by applicable law, rule or order of court, or government regulation, provided that the Receiving Party shall take reasonable measures to preserve confidentiality of any disclosure, and shall use best efforts to provide sufficient prior written notice to Disclosing Party to permit the Disclosing Party to take steps to avoid the need for such disclosure and/or to obtain a protective order governing same.

3. Term. The term of this Agreement shall be for a period of two (2) years from the Effective Date ("Term"). The rights and obligations under the terms of this Agreement shall continue in full force and effect for five (5) years after the expiration of the Term, provided that, with respect to any trade secret information within the Confidential Information, the rights and obligations of the parties hereunder shall continue for so long as such information remains a trade secret, and with respect to any Foundation information that is confidential under Florida Statute Section 1004.28, the rights and obligations of the parties hereunder shall continue for so long as such statutory protection applies.

4. No License. The furnishing of Confidential Information hereunder shall not be construed to grant a license or transfer any interest under any patent, patent application or any other proprietary or intellectual property rights now or hereinafter held by the Disclosing Party.

5. Confidential Information Remains Disclosing Party's Property. All Confidential Information delivered by the Disclosing Party to the Receiving Party or its representatives pursuant to this Agreement shall be and remain the Disclosing Party's property.

6. Use of Logos, Marks, Etc. The parties agree that they will not use the name, logo, marks or trade names of the other party (or its affiliates), without limitation, in any press release or public announcement, or in the promotion of any product or service without the prior written consent of the Public Relations/Marketing Department of such party.

7. Return of Information. If (a) _____ and Foundation have not achieved the Stated Purpose within twelve (12) months from the Effective Date, or within such other time period as the parties may agree to in writing, or if (b) either party breaches its duties or obligations under this Agreement, or (c) upon the expiration or termination of this Agreement, whichever occurs first, each party shall promptly return to the Disclosing Party or destroy, at the Disclosing Party's option, all documents and materials that embody or set forth the Disclosing Party's Confidential Information. The term "document" is used in its broadest sense and includes electronic information in the form of thumb drives, hard drives, disks, etc. The return of any Confidential Information shall be in addition to any other remedies available to the Disclosing Party for breach of this Agreement by the Receiving Party.

8. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Florida, without reference to conflict of laws principles.

9. Equitable Remedies. The parties agree that monetary damages will not be adequate to compensate for the unauthorized use or disclosure of Confidential Information and that injunctive relief, in addition to any other legal or equitable remedies, might be appropriate to prevent the use or disclosure of such Confidential Information.

10. Entire Agreement. This Agreement constitutes the entire and exclusive agreement between the parties with respect to the subject matter hereof and supersedes and cancels all previous agreements, commitments and writings in respect thereof. No modification or waiver of this Agreement may be accomplished without the written consent of both parties.

11. No Waiver. No failure or delay by either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

12. Counterparts. This Agreement may be executed in counterparts, each of which, when fully executed, shall be deemed to be an original, and shall suffice as proof of this Agreement.

13. Assignment. This Agreement is a personal, indivisible, nontransferable agreement and may not be assigned or transferred, except to an affiliate or subsidiary, in whole or in part.

14. Additional Agreements. No party to this Agreement shall be obligated to enter into any further agreement with the other. In the event goes forward, and in the further event that such involves the acceptance and administration of gifts by the Foundation from _____, the terms and conditions of such future relationship between the Foundation and _____ shall be set forth in a separate written agreement(s), mutually agreed to by the parties, which shall supersede this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement effective as of the date first set forth above.

By:

Name:

Its:

Date:

UNIVERSITY OF FLORIDA FOUNDATION, INC.

By:

Name:

Its:

Date: