**CONFIDENTIAL DISCLOSURE AGREEMENT**

 This Agreement is dated as of [INSERT DATE] (the “Effective Date”), and is between[INSERT COMPANY NAME] ("Company"), having a place of business at [INSERT COMPANY ADDRESS] and **The University of Florida Board of Trustees, a public body corporate of the State of Florida**, ("University"), having offices at UF Research | Sponsored Programs, 207 Grinter Hall, Gainesville, FL 32611.

Whereas, University and Company have an interest in sharing Confidential Information, as defined below, with each other to [INSERT DESCRIPTION] (“**Purpose**”).

The parties agree to the following:

1. “Confidential Information” means any and all non-public information that is marked or identified in accordance with Section 2 owned or controlled by one party (“Disclosing Party”) and disclosed to the other (“Receiving Party”) in connection with the Purpose.
2. Confidential Information must be specifically marked “Confidential” by the Disclosing Party when disclosed in written form. If disclosed in non-written form, Confidential Information will be identified as confidential at the time of disclosure and followed by a writing within ten (10) days to the Receiving Party documenting the confidential nature of the information disclosed.
3. The period in which Confidential Information may be disclosed (“Disclosure Period”) is one (1) year from the Effective Date unless terminated by either Party. Either Party may terminate the Disclosure Period with thirty (30) days written notice. The confidentiality and use obligation period is three (3) years from the expiration or termination of the Disclosure Period.
4. The Receiving Party will use the Confidential Information only for the Purpose. The Receiving Party will protect the Confidential Information with at least the same level of care it uses to protect its own Confidential Information of a comparable nature, which must be no less than reasonable care, to prevent any unauthorized disclosure or use. Only officers, employees, and agents of the Receiving Party who are bound by an obligation of confidentiality (“Representatives”) will be permitted access to the Confidential Information. The Receiving Party will be responsible to the Disclosing Party for any failure of the Receiving Party’s Representatives to comply with the terms of this Agreement.
5. The Receiving Party will notify the Disclosing Party as soon as reasonably practical upon discovery of any unauthorized use or disclosure of the Confidential Information, or any other breach of the Agreement by the Receiving Party or its Representatives.
6. The confidentiality and use obligations in this Agreement do not apply to information that is (i) publicly available; (ii) independently known, developed, or discovered without use of Confidential Information; (iii) made available by a third party without a known obligation of confidentiality to the Disclosing Party; or (iv) required to be disclosed to comply with law including but not limited to Section 119 Florida Statutes, regulation, or court or administrative order provided that the Receiving Party uses reasonable efforts to provide prior written notice to the Disclosing Party.
7. Confidential Information shall remain the property of the Disclosing Party unless otherwise agreed to in writing signed by both parties. Neither this Agreement, the disclosure of the Confidential Information, the expiration or termination of the Agreement, nor the publication of any Confidential Information shall be construed to grant either party any implied or express rights to the Confidential Information.
8. Following termination or expiration of this Agreement, the Receiving Party may retain a copy, as required by applicable law.
9. Each party has designated the below named individual from its organization as being the primary person selected to disclose and/or receive any information exchanged under this Agreement (“Technical Contact”). The Technical Contacts below are not parties to this Agreement but will be bound by the terms of confidentiality and use herein. All notices including breach, termination, or intent to modify must be sent to the Administrative Contact.

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| If to Sponsor Administrative Contact:[*SPONSOR ADMIN CONTACT*] [Line 2] [Line 3] [Line 4]  [Line 5] Technical Contact:[*SPONSOR TECHNICAL REPRESENTATIVE*][Address][Phone Number][Email] | If to University: Administrative Contact:Division of Sponsored Programs University of Florida207 Grinter HallGainesville, FL 32611-5500(352) 392-9267ufawards@ufl.edu Technical Contact: [*PRINCIPAL INVESTIGATOR*][Address][Phone Number][Email] |

1. Notwithstanding anything herein to the contrary, nothing in this Agreement constitutes consent by the State of Florida or its agents and agencies to be sued or a waiver of sovereign immunity beyond the limited waiver provided in Section 768.28 Florida Statutes.
2. This Agreement constitutes a complete statement of all of the arrangements between the parties as of the date hereof with respect to all Confidential Information and rights disclosed in or arising from the Confidential Information, and supersedes all prior agreements and understandings between them with respect thereto.
3. Neither party shall claim any amendment from any provisions of this Agreement by mutual agreement, acknowledgment, or otherwise, unless such mutual agreement is in writing, signed by the other party, and specifically states that it is an amendment to this Agreement.
4. This Agreement shall be construed in accordance with the laws of the State of Florida without regard to its conflict of law principles.
5. No export-controlled information or materials shall be exchanged unless this Agreement is modified in writing. University reserves the right to decline receipt of export controlled technology or items.
6. No Information of a U.S. Government CLASSIFIED nature shall be disclosed under this Agreement.

 IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute and deliver this Agreement as of the Effective Date.

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| *[SPONSOR NAME]*Signature by: |  | THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEESSignature by: |
| Name: |  | Name: |
| Title: |  | Title: |
| Date: |  | Date: |

I have read and understand my obligations pursuant to the above Agreement.

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*[NAME OF INDIVIDUAL]*

*[TITLE]*