

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Agreement, entered into on _____, between Polk State College, and _____ having its offices at _____ (the "Recipient"), and The District Board of Trustees of Polk State College by and on behalf of Polk State College, 999 Ave H NE, Winter Haven, Florida 33881 (the "College").

In consideration of the College agreeing to disclose certain confidential proprietary information of the College regarding its information technology procedures, policies, practices and plans to enable the Recipient to fulfill its duties and obligation to the College for the purpose of certain business activities with the College (the "Purpose"), the Recipient agrees as follows:

(1) **CONFIDENTIAL INFORMATION.** Subject to laws applicable to the College as a political subdivision of the State of Florida and the Agreement terms, any information, correspondence, drawings, plans, policies, procedures and other documents transmitted or communicated directly on behalf of the College to the Recipient and marked "confidential" or "proprietary", , , shall remain the sole and exclusive property of the College and shall be received and treated in the strictest secrecy and confidence and used only for the purposes hereof and not for the benefit of Recipient or any third party for any other purpose, and not disclosed by the Recipient to any person or firm without the prior express written consent of the College. Such confidential and proprietary information includes, without limitation, trade secrets of the College, information relating to the College's level of safety, security and emergency preparedness, information relating to the College's business and activities, product research and development, marketing plans or techniques, client lists, and any other information, scientific, technical, design, process, procedure, formula or know-how (whether or not patentable). The College shall be under no obligation to disclose any information to Recipient at any time.

(2) **PERMITTED DISCLOSURE.**

(a) The restrictions on use or disclosure of information contained in Paragraph (1), above, do not extend to any item of information which is known to the Recipient or the public at the time of its disclosure to the Recipient or is hereafter made known to the public by the College or through no fault to the Recipient; or to any information which Recipient is required to disclose under applicable laws provided however, that before making any use or disclosure in reliance on any exception, the Recipient shall give the College at least twenty (20) business days prior written notice or the notice required by applicable laws which may be less than 20 business days specifying the claimed exception and the circumstances giving rise thereto.

(b) Notwithstanding any other terms in this Agreement to the contrary, the College understands and agrees that the College, as a political subdivision of the State of Florida, is required by law to provide access to any documentation that is deemed a public record under the State of Florida Public Records Law, Florida Statutes Chapter 119 ("Public Records Law"). Therefore, if a court of law deems any of the documents provided by the College to be public records, which are not exempt from disclosure, the Recipient shall be obligated to provide copies of said documents to a requesting party. The Recipient

shall notify the College if any of the documents which it provides to the Recipient are requested by other persons or entities. The College must immediately notify the Recipient if it intends to pursue a legal action for a claim of exemption from the Public Records Law for the requested records in the appropriate court of law. To the extent authorized by law, the College shall withhold the requested records until the court has made a determination as to whether or not they are public records. The State of Florida Public Records Law requires that the College provide a response to public records requests within a reasonable time frame. The College understands and agrees that if the College does not provide a response to any notification by the Recipient of a public records request pertaining to the College's records within a reasonable time frame under the circumstances, not to exceed 3 business days in any event, the Recipient shall be obligated to proceed to release the relevant records to the requesting party.

(3) LIMITED USE AND DISSEMINATION. The College's confidential and proprietary information may be disseminated by the Recipient only within the Recipient's own organization, only to those employees or other representatives of Recipient to whom the College agrees in writing such dissemination may be made, and only to the extent reasonably required to accomplish the purposes set forth above. The Recipient shall require each of its employees or representatives having access to the confidential or proprietary information of the College to enter into an Employee Confidentiality Agreement in substance similar to this Agreement and satisfactory in form and content to the College, and shall use its best efforts to insure compliance with the terms of such agreements.

(4) COPIES. Recipient agrees not to reduce to writing any information disclosed orally; not to make any additional copies of the College's confidential and proprietary information; to keep all copies secured and unavailable to anyone not authorized to view them; to keep the College informed of the locations of all copies; and to return to the College or destroy (as directed by the College) all copies once the purposes hereof have been accomplished or immediately upon the request of the College made at any time.

(5) REMEDIES. The Recipient acknowledges that the College shall not have an adequate remedy in the event the Recipient breaches this Agreement and that the College will suffer irreparable damage and injury in such event, and the Recipient agrees that the College, in addition to any other available rights and remedies, shall be entitled to an injunction restricting the Recipient from committing or continuing any violation of the Agreement.

(6) SEVERABILITY. If any provision of this Agreement shall, to any extent, be found to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and any such invalid or unenforceable provision shall be reformed so as to be valid and enforceable to the fullest extent permitted by law.

(7) SUCCESSORS. This Agreement shall be binding on the heirs, successors, representatives, and assigns of Recipient, and shall inure to the benefit of any successors, assigns and representatives of the College.

(8) GOVERNING LAW. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the Recipient has caused this Agreement to be executed and delivered as of the date first written above.

**THE CFO/CIO AND PRESIDENT
OF POLK STATE COLLEGE**

(Recipient) _____

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____