

UNIVERSITY OF SOUTH FLORIDA
NON-DISCLOSURE AGREEMENT

This Confidentiality Agreement ("Agreement") is entered into on this [DATE], by and between [PARTY] ("Recipient"), with residence at [ADDRESS], and the University of South Florida Board of Trustees ("University"), a public body corporate located at 4202 E. Fowler Avenue, CGS 301, Tampa, Florida 33620, in connection with an Academic Grievance Committee ("Committee") meeting requested by [STUDENT] and taking place on [DATE].

In consideration of the mutual promises and covenants contained in this Agreement, the parties hereto agree as follows:

1. **Confidential Information:** Recipient acknowledges that any and all non-public information relating to the Committee meeting on [DATE] will be deemed confidential information, whether that information is communicated or disclosed to the Recipient orally, or in a written, electronic, or alternative format.
2. **Disclosure of Confidential Information:** The Recipient agrees not to use confidential information for any purpose other than as authorized by this Agreement. Recipient agrees not to disclose any confidential information, except as required by law, regulation, or judicial or administrative process, or as determined and advised by the University, with the Student's approval. If Recipient is required by applicable law or a valid legal order to disclose any confidential information, Recipient will notify the disclosing party of such requirements prior to disclosure. No obligation of confidentiality will extend to: (a) information which was already known by the Recipient prior to disclosure during the Academic Grievance Committee meeting on [DATE]; (b) becomes known to Recipient from a third-party without the providing party's notice or restrictions of confidentiality; or (c) becomes publically known or available to the general public through no breach by the Recipient.
3. **Return of Confidential Information:** Recipient will return to the University or its agents all tangible material embodying the confidential information provided, and all notes, summaries, records, excerpts, and copies of the information, including digital copies, upon: (a) the conclusion of the Committee meeting, or (b) at such time as the University and its agents may so request.
4. **Notice of Breach:** Recipient will notify the University immediately upon the discovery of any unauthorized disclosure of confidential information by the Recipient or any other party.
5. **Remedies:** Parties agree that the University is entitled to injunctive relief preventing the dissemination of any confidential information in violation of the terms of this Agreement. Such injunctive relief will be in addition to any other remedies available to the University, whether at law or in equity. The University will be entitled to recover costs and fees incurred in association with obtaining any such relief.

6. **Governing Law:** This Agreement will be governed and construed in accordance with the laws of the State of Florida without regard to its choice of law provisions. Venue for any action under this Agreement lies in Tampa, Florida, and jurisdiction is in the state courts.

7. **Entire Agreement:** This Agreement contains the entire understanding of the parties, and supersedes all prior agreements or understandings, written or oral, with respect to their subject matter. There are no terms, conditions, or representations other than those written in this Agreement. No amendments or modifications of this Agreement will be binding on the parties unless they are in writing and signed by the parties.

By signing below, the parties, by their duly authorized officials, accept the terms and conditions of this Agreement on the dates indicated:

THE UNIVERSITY OF SOUTH FLORIDA BOARD OF TRUSTEES

Agent Name (print): _____

Signature: _____ Date: _____

RECIPIENT

Name (print): _____

Signature: _____ Date: _____