

Seminar In Business Geography
CONFIDENTIALITY AGREEMENT
For use of proprietary data and access to proprietary analysis

This Confidentiality Agreement is entered into as of _____ day _____ of 200__, by and between PROFESSOR GRANT THRALL, a Professor of Geography at University of Florida, and STUDENT _____, with STUDENT ID # ____-____-____, a student enrolled at University of Florida, and enrolled in Seminar In Business Geography – Geo 6509 - during the ____ semester, 200__, and the external proprietary data provider _____ known hereafter as the CLIENT.

Recitals

- A. In connection with their respective research and seminar obligations and endeavors, PROFESSOR GRANT THRALL and STUDENT and CLIENT will be discussing and working with certain confidential data known only to Professor Grant Thrall, his associates, and CLIENT.
- B. PROFESSOR GRANT THRALL and STUDENT desire to keep any and all information they exchange that pertains to CLIENT confidential pursuant to the terms and conditions set forth below.

NOW, THEREFORE, the parties agree as follows:

1. Confidential Information shall be marked or designated as confidential either at the time that the information is provided or within ten (10) days thereafter. Any and all summaries, abstracts of analyses and any notes, memoranda or correspondence, in whatever media, which contain or are in any way prepared or derived from Confidential Information shall also be deemed Confidential Information.
2. Information marked or designed as Confidential Information is received in confidence. Without limitation of the foregoing, the STUDENT recipient of Confidential Information will not duplicate, sell, publish, reveal or otherwise disclose the Confidential Information received, except as expressly permitted in writing by PROFESSOR THRALL.
3. STUDENT receiving Confidential Information shall not be in breach of this Agreement in the event the STUDENT discloses Confidential Information as required by applicable law or by compulsory legal process, provided, however, that the STUDENT shall, to the extent lawful and feasible, give prior notice of such anticipated disclosure to PROFESSOR GRANT THRALL and reasonably cooperate in any effort by such a party to prevent or limit such disclosure.
4. Upon the request by PROFESSOR GRANT THRALL, the STUDENT recipient of the Confidential Information shall immediately return to PROFESSOR GRANT THRALL all Confidential Information, however recorded in any medium. Unless otherwise stated in writing by PROFESSOR GRANT THRALL, all Confidential Information will be returned to him before December 15, 200__.
5. The STUDENT agrees that any breach of these undertakings may cause irreparable injury that would not be adequately compensated at law and therefore agree that in the event of a breach or threatened breach of any undertaking herein, the other parties including PROFESSOR GRANT THRALL and or The Client may seek equitable relief, including without limitation injunctive relief.
6. Neither The STUDENT nor PROFESSOR GRANT THRALL will now or in the future permit or cause to be used in current or future competition with the CLIENT, any Confidential Information or analysis derived from confidential information, including any and all understanding of the business of the CLIENT obtained by reviewing Confidential Information provided by CLIENT or PROFESSOR GRANT THRALL. .

7. This Confidential Agreement supersedes all former agreements between the parties with respect to the subject matter set forth herein. All disputes between the parties shall be governed by, and this Agreement shall be construed in accordance with, the laws of the State of Florida. This Agreement may be amended only in writing.
8. In the event that any information is discovered by the STUDENT that in any way reveals the name, address, or other uniquely identifying characteristic of any individual contained or described within the Confidential Information, said information and data will be immediately and irrevocably destroyed and the occurrence and nature of which will be immediately reported to PROFESSOR THRALL.
9. The STUDENT acknowledges that signature of this contract is not required to participate in Seminar In Business Geography. The STUDENT understands that he or she may substitute their own data and analysis sufficient to fulfill the requirements of Seminar In Business Geography.

IN WITNESS WHEREOF, the parties to this Agreement have executed it, as of the date first above written.

Agreed to by:

Professor Grant Ian Thrall.

Signature: _____

Date: _____

Agreed to by:

STUDENT: _____

Signature: _____

Date: _____

Witness:

Name: _____

Signature: _____

Date: _____