



## CONFIDENTIALITY AGREEMENT

AGREEMENT and acknowledgment between \_\_\_\_\_ (hereinafter the "DISCLOSING PARTY"), having an address of \_\_\_\_\_, and Baptist Health South Florida, Inc. a Florida not for profit corporation ("BHSF"), BHSF also referred to herein as the "RECEIVING PARTY".

**WHEREAS**, the DISCLOSING PARTY has developed at least one invention which shall be the subject of a formal disclosure via the Innovation Institute Miami Portal (hereinafter the "Invention");

**WHEREAS**, the DISCLOSING PARTY desires to provide the RECEIVING PARTY information relating to the Invention in order for the parties to effectively discuss acceptance of the Invention by the RECEIVING PARTY into its Innovation Institute Miami, and, upon the execution of a separate Invention Submission Agreement between the Parties, the detailed analysis of the Invention, and, if accepted, the possible formation of a development plan, project funding plan and further activities related to the Invention and its ultimate commercialization by the RECEIVING PARTY pursuant to the terms of the Invention Submission Agreement (collectively, the "Purpose(s)");

**NOW THEREFORE**, in exchange for good and valuable consideration between the parties, receipt of which is hereby acknowledged, it is hereby agreed as follows:

1. DISCLOSING PARTY represents and warrants that she/he has the rights in and to the Invention and the authority to enter into this Agreement and make all necessary disclosures related thereto, and hereby so agrees to furnish to the RECEIVING PARTY certain information relating to the Invention, which may be considered to be confidential, proprietary and/or trade secrets ("Confidential Information") of the DISCLOSING PARTY, and which Confidential Information may include but shall not be limited to copies of disclosure materials, photos or verbal explanations of the Invention, the demonstration of a prototype and/or illustrations of the Invention, copies of patents or patent applications, if applicable, and/or any other materials that may be provided for the above contemplated Purposes.
2. RECEIVING PARTY agrees to receive, use, and make any further disclosures of such Confidential Information only for the above-referenced contemplated Purposes, including, if executed, as outlined in the Invention Submission Agreement. Disclosure of Confidential Information under this Agreement will create no license, right, interest, or ownership in any such Confidential Information in the RECEIVING PARTY except as may be set forth herein or in any subsequent Invention Submission Agreement or other agreement among the parties, nor will it obligate the RECEIVING PARTY to accept the Invention into the Innovation Institute Miami or take any further action with respect thereto. This Agreement does not obligate the parties to enter into another agreement.
3. RECEIVING PARTY agrees that all Confidential Information shall be held in trust and in strict confidence, shall be disclosed only to such employees, affiliates, consultants business contacts and board members of the RECEIVING PARTY who agree to be bound by the terms of this Agreement and/or similar confidentiality terms in their agreement with RECEIVING PARTY and have a need to know the Confidential Information within the scope of the above described contemplated Purposes, and without a prior written agreement, shall not be disclosed to any third party. The RECEIVING PARTY shall use its reasonable efforts to ensure that appropriate precautions (at least similar to those that RECEIVING PARTY utilizes in protecting its own Confidential Information) are taken to safeguard and preserve the confidential status of the Confidential Information.
4. RECEIVING PARTY further agrees that it will not make or have made the Invention, nor use, offer for sale and/or market such Invention, unless a separate agreement, including but not limited to an Invention Submission Agreement, is entered into by the parties;
5. This Confidential Information shall not be disclosed by the RECEIVING PARTY to any third party unless required by law, and/or unless they agree to be bound, in writing, by appropriate confidentiality terms consistent with those included herein.
6. Notwithstanding any other provisions of this Agreement, the parties acknowledge that the Confidential Information of the DISCLOSING PARTY shall not include any information which:
  - (i) is already known to the RECEIVING PARTY at the time of disclosure; or
  - (ii) is explicitly approved for release by the written authorization of the DISCLOSING PARTY; or

- (iii) is or becomes publicly known through no wrongful act on the part of the RECEIVING PARTY; or
- (iv) relates to an Invention that has been Assigned and/or is approved for release by an Assignee, or
- (v) is independently developed by RECEIVING PARTY without the use of DISCLOSING PARTY's Confidential Information.

7. In the event that the RECEIVING PARTY is requested pursuant to, or required by, applicable law or regulation or by legal process to disclose any Confidential Information, the RECEIVING PARTY agrees, to the extent permitted by applicable law or regulation, to provide the DISCLOSING PARTY with prompt notice of such request or requirement in order to enable the DISCLOSING PARTY to seek an appropriate protective order or other remedy, to consult with the DISCLOSING PARTY with respect to the DISCLOSING PARTY taking steps to resist or narrow the scope of such request or legal process, or to waive compliance, in whole or in part, with the terms of this Agreement. In any such event the RECEIVING PARTY will use commercially reasonable efforts to see that any Confidential Information that is so disclosed will be accorded confidential treatment and that any disclosure will be the minimum disclosure required under the circumstances.

8. Except as otherwise absolutely required by law, the duration of this Agreement regarding confidentiality and unauthorized use shall be three (3) years from the Effective Date (the "Term"). Termination of this Agreement and/or any business relation between the DISCLOSING PARTY and the RECEIVING PARTY shall have no effect on the continuing applicability of said provisions during the Term.

9. This Agreement shall be construed in accordance with and governed for all purposes by the laws of the State of Florida, United States of America. The Parties acknowledge and agree that this Agreement is subject to the exclusive jurisdiction and venue of the courts of Miami-Dade County, Florida and that each Party to this Agreement agrees to submit to the exclusive jurisdiction of the courts of the State of Florida located in Miami-Dade County for the purpose of resolving any dispute among the Parties relating to this Agreement and the Confidential Information. In case any one or more of the clauses or provisions contained in this Agreement are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other clauses or provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal, or unenforceable clause or provision had never been contained herein. If, moreover, any one or more of the clauses or provisions contained in this Agreement shall for any reason be held to be excessively broad as to time, duration, geographical scope, activity, or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it shall then appear.

10. The RECEIVING PARTY acknowledges that in the event the DISCLOSING PARTY alleges a breach of this Agreement by RECEIVING PARTY with respect to the Confidential Information, monetary damages may be inadequate to compensate the DISCLOSING PARTY for such breach, and agrees that the DISCLOSING PARTY may be entitled to seek temporary or permanent injunctive relief from a court of competent jurisdiction.

11. Notice. Whenever any notice, demand, or request is required or permitted under this Agreement, that notice, demand, or request shall be either hand-delivered in person or sent by United States mail, registered or certified, postage prepaid, or delivered via overnight courier to the addresses below or to any other address that either Party may specify by notice to the other Party. Neither Party shall be obligated to send more than one notice to the other Party, nor shall any notice of a change of address shall be effective until received by the other Party. A notice shall be deemed received upon hand delivery, three (3) days after posting in United States mail or one day after dispatch by overnight courier.

To Baptist Health:       Baptist Health South Florida, Inc.  
                                  Innovation Institute Miami

Attn:

With a copy to:         Baptist Health South Florida, Inc.  
                                  6855 Red Road, Suite 500  
                                  Coral Gables, Florida 33143  
                                  Attn: Vice President and General Counsel

To Disclosing Party:   \_\_\_\_\_  
                                  \_\_\_\_\_  
                                  \_\_\_\_\_  
                                  \_\_\_\_\_

12. This Agreement represents the entire understanding of the parties regarding the subject matter hereof. No modification or waiver of any of the provisions of this Agreement shall be valid unless in writing and signed by the parties hereto. This Agreement shall extend to ALL Inventions disclosed by the DISCLOSING PARTY to the RECEIVING PARTY in connection with the Innovation Institute Miami, and may be assigned by the RECEIVING PARTY in connection with pursuit of the above-recited contemplated purposes. Neither Party may assign this Agreement without the prior written consent of the other Party; provided however, that this Agreement may be assigned by RECEIVING PARTY to an Affiliate of RECEIVING PARTY without the consent of DISCLOSING PARTY.

**WITNESS WHEREOF**, this Agreement has been duly executed by the parties hereto:

**DISCLOSING PARTY**

\_\_\_\_\_

By: \_\_\_\_\_  
Print Full Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**RECEIVING PARTY**

**Baptist Health South Florida, Inc.**

By: \_\_\_\_\_  
Print Full Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_