

**THIS IS A CONSULTANT CONFIDENTIALITY STATEMENT AGREEMENT
BETWEEN
NOVA SOUTHEASTERN UNIVERSITY, INC.
AND
_____ (CONSULTANT)**

THIS CONSULTANT CONFIDENTIALITY STATEMENT AGREEMENT (hereinafter "Agreement") is entered into this _____ day of _____, 2002, by and between Nova Southeastern University, Inc. (hereinafter "University"), located at 3301 College Avenue, Fort Lauderdale, Florida 33314 and _____ (hereinafter "Consultant Name") located at _____, hereinafter referred to as the "Consultant".

CLASSIFIED/RESTRICTED PROPRIETARY DATA

The Consultant agrees that any University materials, documents, or data will not be disclosed verbally to any other party or copied without the prior written consent of the University. The Consultant further agrees that any such material furnished to Consultant by the University will be returned to the University at its request or upon expiration or earlier termination of this Agreement.

OWNERSHIP

The Consultant agrees that all computer software, processes, inventions, curricula, syllabi, program documents, manuals, promotion materials, products, papers, documents, and other materials produced or developed by the Consultant under this Agreement shall be the sole property of the University. The Consultant shall have no right, title, or interest in connection therewith. Possession of the foregoing items shall be transferred to the University at the termination of performance of services hereunder or at the University's earlier request. Any of the foregoing given to or prepared by the Consultant under this Agreement shall not be made available by the Consultant to any individual or organization without the prior written consent of the University.

CONFIDENTIALITY OF INFORMATION

- Consultant agrees to keep confidential and not to disclose to any third parties any information provided by University or obtained during the course of Consultant's employment with the University pursuant to this Agreement unless Consultant has received prior written consent of University to make such disclosure.
- For purposes of this Agreement, "confidential information" is defined as information disclosed to me, obtained by me, or known by me as a consequence of my employment, and not generally known outside the University.
- During Consultant's employment and after the termination of Consultant's employment, Consultant will hold the confidential information of the University in trust and confidence, and will not use or disclose it or any embodiment thereof, directly or indirectly, except as may be necessary in the performance of my duties for the University.
- Consultant will not remove or share information contained in materials, data, reports, etc., containing confidential information from the University, unless authorized in writing by an authorized agent/representative of the University to do so. Any and all such materials, data, reports, etc. are the property of the University. Upon termination of any assignment or as requested by the University, Consultant will return all such materials, data, reports, and copies to the University.
- Consultant understands that if Consultant violates this Agreement, Consultant may be subject to disciplinary action up to and including termination or legal action or both.
 - **Governing Law.** This Agreement shall be governed by the laws of the State of Florida and shall be enforceable in the appropriate court of Broward County, Florida.
 - **Remedies.** In the event that this agreement is breached, the University shall be entitled to recover, in addition to any remedies, reimbursement for reasonable attorneys' fees, court costs, costs of investigation and other related expenses incurred in connection therewith.
- This provision shall survive expiration and termination of this Agreement.

PRIVILEGE

The parties will use their best efforts to protect any and all privileges that may exist as a result of the relationship between the parties and available to the parties to the full extent allowed by law.

IN WITNESS WHEREOF, the parties hereto have executed and signed this Agreement the day, month, and year first written above.

Consultant:

Signature

Print Name

Address:

Nova Southeastern University, Inc.

By:_____

Print Name:_____

Title:_____

By:_____

Print Name:_____

Title:_____