



Florida's Food Bank Network

**MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

This MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (“Agreement”) is entered into as of the date of the last signature below, by and between **Feeding Florida, Inc.**, a Florida Not For Profit Corporation (“Feeding Florida”) and \_\_\_\_\_, (the “Contracting Party”). Feeding Florida and the Contracting Party may be referred to individually as a “Party” and collectively as the “Parties.”

**1. Background.** Feeding Florida and the Contracting Party are interested in pursuing confidential discussions for their mutual benefit or pursuant to a working relationship which has been or may be established, during the course of which confidential or proprietary information (“Confidential Information”) may be disclosed. The Parties therefore enter this Agreement to ensure that the Confidential Information is protected. With respect to any specific item of information, the party disclosing such information shall be referred to as the “Disclosing Party” and the party receiving such information shall be referred to as the “Receiving Party.”

**2. Confidentiality and Non-Disclosure of Information.** The Receiving Party shall hold the Confidential Information in trust for the Disclosing Party and shall not disclose the Confidential Information to any person, firm or entity other than the Receiving Party’s employees and agents who have a need to know such information and shall not use the Confidential Information in any way detrimental to the Disclosing Party. Without limiting the generality of the foregoing, “Confidential Information” includes any and all information relating to the Disclosing Party’s products, services, research, development, trade secrets, marketing and business plans, strategies, customers, suppliers, employees, agents, management and personnel, but does not include information in the public domain other than by reason of a breach of this Agreement. In the event the Receiving Party receives a subpoena or court order to disclose any Confidential Information, the Receiving Party shall deliver prompt written notice to the Disclosing Party and shall cooperate with the Disclosing Party’s attempts to obtain a protective order or other similar protection for the Confidential Information.

**3. Governing Law; Venue; Jurisdiction; Attorneys’ Fees.** This Agreement shall be governed by the substantive laws of the State of Florida, without regard to its procedural law of conflicts. The Parties agree that venue for any litigation arising out of this Agreement is proper in Leon County, Florida, and consent to the personal jurisdiction of the state and federal courts located therein. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to reasonable attorneys’ fees and expenses from the losing party, whether incurred before suit is brought, in the course of any injunction proceedings, before or after trial or arbitration, on appeal, or in insolvency proceedings.

**4. Counterparts.** This Agreement may be executed in separate counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same instrument. Delivery of a copy of a manually executed counterpart hereof via facsimile transmission or by electronic mail transmission shall be as effective as delivery of a manually executed counterpart hereof.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties and is signed by each of them below.

**FEEDING FLORIDA, INC.**

\_\_\_\_\_  
(contracting party)

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Robin Safley

Name: \_\_\_\_\_

Title: CEO, Feeding Florida

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_