




August 20, 2012

MEMORANDUM

TO: District Board of Trustees
FROM: Jim Murdaugh, President 
SUBJECT: Affiliation Agreement - Pharmacy Technician

Item Description

This item requests that the Board authorize the President to enter into a new affiliation agreement with the attached list of facilities. This agreement will allow students in TCC's Pharmacy Technician program to obtain clinical/internship learning experiences in these facilities.

Overview and Background

At the March 2012 Board of Trustees meeting over 100 annual contracts with clinical sites for health programs were approved. At that time, we indicated that new agreements would be presented as they are developed. We have negotiated a new agreement with the attached list of facilities to use that allows us to use any Publix pharmacy in Florida as a clinical site for the pharmacy technician program.

Past Actions by the Board

The Board approved renewal affiliation agreements in March, 2012. This is a new agreement since that time.

Funding/Financial Implications

This agreement does not require any funding.

Staff Resource

Barbara Sloan

Recommended Action

That the Board authorize the President to enter into this agreement.

Agreements with Health Facilities

July 26, 2012

Pharmacy Technician

Publix Super Markets, Inc.
(Any location in the State of Florida)

Pharmacy Technician Externship Agreement

This Pharmacy Technician Externship Agreement (this "Agreement") is made and entered into on the latest date of signature, by and between Tallahassee Community College (hereinafter referred to as the "SCHOOL") and Publix Super Markets, Inc. (hereinafter referred to as the "FACILITY"). The SCHOOL and the FACILITY are each also referred to in this Agreement as a "party" and collectively, the "parties." The parties, intending to be legally bound, agree as follows:

1. SCOPE.
 - A. The SCHOOL enrolls students ("STUDENTS") in an accredited and duly licensed pharmacy technician educational program (the "Program").
 - B. The Program's curriculum requires STUDENTS to obtain clinical pharmacy experience in community pharmacy settings (with this part of the Program referred to as "experiential learning"); and
 - C. The FACILITY owns and operates community retail pharmacies; and
 - D. Through this Agreement the parties mutually desire to have STUDENTS use the FACILITY and interact with the FACILITY's professional staff in order to obtain experiential learning.
2. TERM. The initial Term of this Agreement shall be from 6/1/2012 through 6/30/2013, and this Agreement shall be automatically renewed for yearly periods thereafter; provided, however, that either party may terminate this Agreement at any time, without cause, by giving to the other party at least thirty (30) days written notice in advance of the termination date.
3. RESPONSIBILITIES OF THE FACILITY.
 - A. The FACILITY's responsibility to the STUDENTS includes the provision of an environment with an opportunity to observe and participate in patient care and pharmacy service activities, including distributive and clinical experiences, in concert with the FACILITY's professional staff.
 - B. The FACILITY will assign the responsibility for the coordination and supervision of STUDENTS to FACILITY pharmacists as determined by the FACILITY.
 - C. The FACILITY shall retain ultimate responsibility for patient care and will maintain administrative and professional supervision of STUDENTS in all aspects of program operations at the FACILITY.
 - D. The FACILITY will complete and return to the SCHOOL all STUDENT evaluation forms in a timely manner.
 - E. The FACILITY may immediately suspend or terminate a STUDENT as an extern as deemed appropriate by FACILITY.
4. RESPONSIBILITIES OF THE SCHOOL.
 - A. The SCHOOL represents and warrants that it is, and will remain during the Term of this Agreement, accredited to the extent required by any applicable laws, rules and regulations to allow the SCHOOL to operate the Program, enroll STUDENTS into the Program and perform its duties and obligations under this Agreement.

- B. The SCHOOL will recommend STUDENT candidates to the FACILITY who meet all eligibility requirements under applicable laws, rules and regulations. The number of STUDENTS to be assigned to the FACILITY for specific educational experiences will be jointly determined by the SCHOOL and the FACILITY. The starting and ending date for each STUDENT shall be mutually agreed by the SCHOOL and the FACILITY.
- C. STUDENTS shall comply with the rules and regulations governing the FACILITY's Pharmacy Department. The FACILITY shall acquaint the STUDENTS with such rules and regulations. Upon demand by the FACILITY, the SCHOOL shall immediately remove STUDENTS not complying with such rules and regulations.
- D. The SCHOOL agrees to provide its catalog, program outline, and program goals to the FACILITY.
- E. The SCHOOL reserves the right to refuse or discontinue the placement of STUDENTS if the FACILITY does not meet the professional education requirements and standards of the SCHOOL.
- F. The SCHOOL shall be responsible for ensuring that each STUDENT is at least 18 years of age and while placed at the FACILITY, complies with the Program's requirements, the FACILITY's policies and procedures and any applicable laws, rules and regulations in connection with the operation of the Program and the FACILITY. The SCHOOL shall immediately notify the FACILITY in the event that a STUDENT's enrollment status at the SCHOOL changes (including but not limited to falling below required course credits, failure to pass courses, dropping out, etc.).
- G. Each STUDENT must provide proof of current immunizations against diphtheria, tetanus, poliomyelitis, measles, mumps, rubella (or a positive rubella titer) and hepatitis B (for those students who will have direct patient contact), and a negative PPD test conducted within the past year (or appropriate annual follow-up if PPD-positive or previous BCG injection).
- H. The SCHOOL agrees to maintain, for itself and the STUDENTS a policy of professional liability insurance with limits of One Million Dollars (\$1,000,000) per loss event and Three Million Dollars (\$3,000,000) policy aggregate. A certificate of insurance evidencing this coverage, shall be provided to the FACILITY prior to the arrival of the first STUDENT at the FACILITY and shall be updated annually. The certificate shall contain a provision that the coverages will not be changed or terminated without thirty (30) days written notice of such to the FACILITY.
- I. The SCHOOL shall require STUDENTS to sign a contract agreeing to abide by the provisions of this Agreement applicable to STUDENTS. Additionally, the SCHOOL agrees to obtain STUDENTS' signature on FACILITY's Release Agreement and Non-disclosure Agreement attached and incorporated into this Agreement as Exhibits 1 and 2.
- J. The SCHOOL agrees to provide training for STUDENTS on policies and procedures regarding applicable privacy laws, including but not limited to the Health Insurance Portability and Accountability Act.

5. INDEMNIFICATION

A. The SCHOOL shall defend, and assume liability in the amounts and to the extent established in Section 768.28 of the Florida Statutes, for any and all claims related to (1) the SCHOOL's breach of its obligations under this Agreement; and (2) the negligence of the SCHOOL or the STUDENTS.

B. The FACILITY shall defend, indemnify, and hold the SCHOOL and STUDENTS harmless from and against any and all claims relating to (1) the FACILITY's breach of its obligations under this Agreement; and (2) the negligence of FACILITY or its agents, servants, or employees.

6. DISCRIMINATION. The FACILITY and the SCHOOL agree that there shall be no unlawful discrimination on account of race, creed, religion, sex, age, disability, sexual orientation, or national origin in the performance of this Agreement.

7. RELATIONSHIP.

A. The parties agree that the STUDENTS shall not be paid by the FACILITY and the FACILITY and the SCHOOL expressly intend that, with respect to this Agreement, they shall each be an independent contractor to the other. Further, (i) the STUDENTS shall in no way be deemed to be employees or agents of the FACILITY for the purposes of compensation, workers' compensation insurance, or for any other purpose or benefit flowing from an employment status, and (ii) the agents and employees of the FACILITY shall in no way be deemed to be employees or agents of the SCHOOL.

B. The SCHOOL shall be responsible for confirming that the immigration status of the STUDENTS allows such STUDENTS to work in the United States. The SCHOOL shall indemnify and hold the FACILITY harmless from and against any and all claims, demands, actions and causes of action arising out of or in any way relating to (i) the immigration status of any STUDENT not allowing such STUDENT to work in the United States; (ii) from and against any and all judgments, loss, damage, liability and any expense (including, without limitation, court costs and reasonable attorneys' fees at the trial level and in connection with all appellate proceedings) arising with respect to item (i). The foregoing indemnification agreement shall survive the termination of this Agreement.

C. The FACILITY and the SCHOOL agree that there are no third party beneficiaries to this agreement.

D. The FACILITY and the SCHOOL will maintain ongoing, open communication utilizing established channels of communication to ensure understanding of the expectations and roles of both institutions in providing educational and practice experiences for STUDENTS.

8. ENTIRE AGREEMENT AND MODIFICATION. This Agreement contains the entire understanding of the parties and there are no conditions or limitations to this undertaking except those stated herein. After the execution hereof, no alteration, change or modification of this Agreement shall be binding or effective unless executed in writing by both parties.

9. NOTICES. All notices and correspondence required or permitted under in this Agreement shall be directed to the parties at the respective addresses set forth as follows:

As to the SCHOOL:
Tallahassee Community College
444 Appleyard Drive
Tallahassee, FL 32304-2895

As to the FACILITY:
Attn: Vice President of Pharmacy
Publix Super Markets, Inc.
PO BOX 407
Lakeland, FL 33802-0407

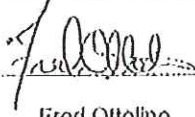
10. LAW GOVERNING. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first written above.

SCHOOL: Tallahassee Community College

FACILITY: Publix Super Markets, Inc.

Signature: _____

Signature:  _____

Printed Name: _____

By: Fred Ottolino

Title: _____

Title: Vice President of Pharmacy Operations

Date: _____

Date: 07/04/2012

EXHIBIT 1

Release Agreement

THIS RELEASE AGREEMENT (hereafter, the "Agreement") is made and entered into by and between _____ ("Student") in favor of Publix Super Markets, Inc., ("Publix") with reference to the following facts:

A. Student is a pharmacy technician student at _____ (the "School").

B. Publix and the School have established a program of clinical education and training (the "Educational Program") in order to provide Student with an educational experience at a Publix Pharmacy.

C. In consideration of allowing the Student to receive educational training at Publix's Pharmacy, Publix requests that Student execute this Release.

IN CONSIDERATION OF the foregoing facts and other good and valuable considerations, the receipt of which are hereby acknowledged by Student, Student hereby releases and forever discharges and holds harmless Publix and its officers, directors, employees, agents, shareholders and contractors from any and all liability, claims, demands, actions and causes of action of any kind or nature whatsoever, arising out of Student's participation in the Educational Program, and that are not directly caused by the gross negligence or intentional misconduct of Publix, its agents or employees.

Student has read the foregoing Release Agreement and understands it fully.

THIS RELEASE AGREEMENT is executed this _____ day of _____, _____.

Student Signature

Print Name

Store Number Assignment

Externship Start Date

EXHIBIT 2

**PUBLIX SUPER MARKETS, INC.
STANDARD NON-DISCLOSURE AGREEMENT**

1) **Publix Information.**

a) The parties acknowledge and agree that in connection with the business relationships that they have, or may in the future have, Publix may have provided or allowed access to, and may in the future provide or allow access to, data and information with respect to Publix, its affiliates, Publix's operations and/or the operations of Publix's affiliates, and/or data and information which has been provided to Publix and/or its affiliates on a confidential basis by other third parties, in each case being data and information that has not been publicly disclosed and is not a matter of common knowledge. Without limiting the generality of the foregoing, Publix will deliver to students engaged in a program of clinical education and community and institutional training at Publix ("Student") certain protected health information maintained by Publix's pharmacies as well as certain personally identifiable pharmacy information associated with Publix's self-insured pharmacy benefit administered by PCS Health Systems, Inc. (with all such information collectively referred to herein as the "Confidential Personally Identifiable Medical Information"). The purpose of providing the Confidential Personally Identifiable Medical Information to Student is as part of a training program of clinical education for Student to gain the practical experience required in order to lead to the degree of Pharmacy Technician Diploma. All confidential information provided to Student hereunder, including Confidential Personally Identifiable Medical Information collectively and as to individual components thereof, shall be referred to as the "Publix Information").

b) The parties acknowledge and agree that some or all of the information provided hereunder may be subject to privacy regulations, including, but not limited to, proposed regulations under the Health Insurance Portability and Accountability Act. The parties agree to maintain the privacy of all Publix Information in accordance with all such federal, state and local laws, rules and regulations. Further, the information that constitutes Publix Information may not be a trade secret or qualify for protection under copyright or patent law, but the parties nevertheless acknowledge the property rights of Publix and its affiliates in the Publix Information without regard to whether the Publix Information is or may be subject to protection under any federal or state copyright, patent, trade secret or other laws, it being the specific intent of the parties that the provisions of this Agreement are to be in addition to any protection, right or remedy otherwise provided by law or available in equity.

2) **Confidentiality Covenants.**

a) Student shall not, without prior written consent of Publix, at any time, in any fashion, form or manner, either intentionally or otherwise, directly or indirectly, divulge, disclose or communicate any of the Publix Information to any third person, partnership, joint venture, company, corporation, entity or other organization or use the Publix Information other than in connection with the business transactions entered into or engaged in by and between the parties hereto. The only exception to the foregoing is Publix Information which is not Confidential Personally Identifiable Medical Information which Student can clearly and convincingly demonstrate that such information falls within any of the following categories:

1) information already known to or otherwise in the possession of Student prior to the time of disclosure by Publix or by Publix's affiliates or which is independently and lawfully discovered after the date hereof by Student without the aid, application or use of the Publix Information;

2) information publicly available or otherwise in the public domain through no fault or action by Student;

3) information rightfully obtained after the date hereof by Student from any third party which is lawfully in possession of such information and which is provided by such third

party without violating any contractual or legal obligation of such third party to Publix or to any of Publix's affiliates with respect to such information; or

4) information disclosed without restriction pursuant to judicial action or governmental regulation or other requirements by Student; provided Student has notified Publix prior to such disclosure and reasonably cooperates with Publix in the event Publix elects to legally contest and avoid such disclosure.

3) **Definition of Affiliates.**

For purposes of this agreement, "affiliates" shall mean corporations, partnerships, joint ventures and entities controlling, controlled by or under common control of such party.

4) **Return of Property.**

Upon Publix's request, Student shall return to Publix any and all information and data supplied by Publix to Student and any and all documents and other materials obtained by Student from Publix in connection with the business relationships between the parties and their respective affiliates and shall destroy or return to Publix all records, files, equipment, models, drawings, photographs, writings and other papers and things in Student's possession, custody or control, including any and all copies thereof to the extent supplied to Student by Publix.

5) **Specific Enforcement.**

It is understood by and between the parties that the covenants set forth in this Agreement are each an essential element of this Agreement, and that but for the respective agreements of the parties to the applicable provisions of this Agreement, the other party would have been unwilling to commence or to continue the business relationships. The parties further agree that if a party hereto should breach any of such party's covenants or obligations under this Agreement, the other party would suffer irreparable damage. Accordingly, the parties agree that in addition to any other remedies that may be available in law or at equity (including but not limited to an action at law for money damages), the parties shall be entitled upon application to a court of competent jurisdiction to an injunction to specifically enforce the terms of this Agreement.

6) **Indemnify and Expenses of Enforcement.**

Student agrees that he/she will be responsible for payment of and will indemnify Publix, its officers, directors, employees, and shareholders with respect to any and all claims, damages, fines, losses, costs, liabilities and expenses, including reasonable fees and disbursements of counsel (during investigation, prior to initiation of litigation and at trial and in appellate proceedings if litigation ensues) as such fees or disbursements are awarded by a court of competent jurisdiction, directly or indirectly resulting from or arising out of the enforcement of this Agreement by Publix, including but not limited to enforcement procedures with respect to any breach or claimed breach of this Agreement.

7) **No Waiver.**

No action taken by Publix in connection with this Agreement, including any investigation by or on behalf of Publix, shall be deemed to constitute a waiver by Publix of compliance with any representation, warranty, covenant or agreement contained herein, or in any document delivered by the Student in connection with the activities contemplated by this Agreement. The waiver by Publix of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

8) **Notices.**

All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given when received if personally delivered; when transmitted if transmitted by electronic fax, telecopy or similar electronic transmission method (provided customary evidence of receipt is obtained); the day after it is sent, if sent by recognized expedited delivery service; and five days after it is sent, if mailed, first class mail, postage prepaid. In each case notice shall be sent to the address set forth on the signature page hereof, or to such other address as either party shall have specified by proper notice in writing to the other party.

9) **Binding Effect.**

This Agreement shall be binding upon and inure to the benefit of the successors in interest of the parties.

10) **Venue; Process.**

The parties to this Agreement agree that jurisdiction and venue of any action brought pursuant to this Agreement, to enforce the terms hereof or otherwise with respect to the relationships between the parties created or extended pursuant hereto, shall properly lie in the Court(s) of the State of Florida or the Court(s) of the United States having Jurisdiction over Polk County, Florida. Such Jurisdiction and venue are merely permissive; jurisdiction and venue shall also continue to lie in any court where jurisdiction and venue would otherwise be proper. The parties further agree that the mailing by certified or registered mail, return receipt requested, of any process required by any such court shall constitute valid and lawful service of process against them, without the necessity for service by any other means otherwise provided by statute or rule of court.

11) **Severability.**

Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid of full force and effect, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

12) **Governing Law.**

The validity, construction and enforcement of, and the remedies under, this Agreement shall be governed in accordance with the laws of the State of Florida (except any choice of law provision of Florida law shall not apply if the law of a state or jurisdiction other than Florida would apply thereby).

Publix Super Markets, Inc.
Lakeland, Florida

By: _____
Name: Fred Ottolino
Vice President of Pharmacy Operations
Date: _____

Student: _____

By: _____
(Signature)

Name: _____

Date: _____

Student mailing address:

PUBLIX SUPER MARKETS, INC.

MUTUAL NON-DISCLOSURE AGREEMENT

THIS AGREEMENT (the "Agreement"), is made and entered into by and between Publix Super Markets, Inc., a Florida corporation, having its principal place of business at 3300 Publix Corporate Parkway, Lakeland, Florida 33811-3311 (referred to below as "Publix"), and Tallahassee Community College, having its principal place of business at Tallahassee, FL - Corporate (referred to below as "Supplier/Consultant").

PUBLIX INFORMATION

The parties acknowledge and agree, that in connection with the business relationships they have or may in the future have, Publix may have provided or allowed access to, and may in the future provide or allow access to, data and information with respect to Publix and its affiliates, Publix's operations and the operation of Publix's affiliates, and/or data and information which has been provided to Publix and/or its affiliates on a confidential basis by other third parties, in each case being data that has not been publicly disclosed and is not a matter of common knowledge. Such data and information may include, without limitation, data and information that reveals the process, technology or know-how by which Publix's existing and/or future products, services, applications and methods of operation are developed, manufactured, conducted and operated and the means and methods of marketing such products, services, applications and methods of operations, and financial data and information relating to such products, services, applications and methods of operation (collectively and as to individual components thereof, the "Publix Information").

The parties acknowledge and agree that some or all of the property that constitutes Publix Information may not be a trade secret or qualify for protection under copyright or patent law, but the parties nevertheless acknowledge the property rights of Publix and its affiliates in the Publix Information without regard to whether the Publix Information is or may be subject to protection under any federal or state copyright, patent, trade secret or other laws, it being the specific intent of the parties that the provisions of this Agreement are to be in addition to any protection, right or remedy otherwise provided by law or available in equity.

SUPPLIER/CONSULTANT INFORMATION

The parties acknowledge and agree that, in connection with the business relationships they have or may in the future have, Supplier/Consultant may have provided or allowed access to, and may in the future provide or allow access to, data and information with respect to Supplier/Consultant and its affiliates, Supplier/Consultant's operations and the operation of Supplier/Consultant's affiliates, and/or data and information which has been provided to Supplier/Consultant and/or its affiliates on a confidential basis by other third parties, in each case being data that has not been publicly disclosed and is not a matter of common knowledge. Such data and information may include, without limitation, data and information that reveals the process, technology or know-how by which Supplier/Consultant's existing and/or future products, services, applications and methods of operation are developed, manufactured, conducted and operated and the means and methods of marketing such products, services, applications and methods of operations, and financial data and information relating to such products, services, applications and methods of operation (collectively and as to individual components thereof, the "Supplier/Consultant Information").

The parties acknowledge and agree that some or all of the property that constitutes Supplier/Consultant Information may not be a trade secret or qualify for protection under copyright or patent law, but the parties nevertheless acknowledge the property rights of Supplier/Consultant and its affiliates in the Supplier/Consultant Information without regard to whether the Supplier/Consultant Information is or may be subject to protection under any federal or state copyright, patent, trade secret or other law, it being the specific intent of the parties that the provisions of this Agreement are to be in addition to any protection, right or remedy otherwise provided by law or available in equity.

CONFIDENTIALITY COVENANTS

Supplier/Consultant shall not, and each of its affiliates, including the agents, partners, directors and officers thereof shall not, without prior written consent of Publix, at any time, in any fashion, form or manner, either intentionally or otherwise, directly or indirectly, divulge, disclose or communicate any of the Publix Information to any third person, partnership, joint venture, company, corporation, entity or other organization or use the Publix Information other than in connection with the business transactions entered into or engaged in by and between the parties hereto, unless Supplier/Consultant can clearly and convincingly demonstrate that such information is Excluded Information.

Publix shall not and each of its affiliates, including the agents, directors and officers thereof, shall not, without prior written consent of Supplier/Consultant at any time, in any fashion, form or manner, either intentionally or otherwise, directly or indirectly, divulge, disclose or communicate any of the Supplier/Consultant Information to any third person, partnership, joint venture, company, corporation, entity or other organization or use the Supplier/Consultant Information other than in connection with the business transactions entered into or engaged in by and between the parties hereto, unless Publix can clearly and convincingly demonstrate that such information is Excluded Information.

Supplier/Consultant shall disclose or give access to the Publix Information only to partners, principals, agents, contractors or employees of Supplier/Consultant (and/or its affiliates) ("Supplier/Consultant personnel") having a need to know in connection with the investigation of and, where applicable, carrying out of the business relationships between the parties hereto and only for use in connection therewith. Supplier/Consultant will advise all Supplier/Consultant personnel having access to Publix Information of the confidential and proprietary nature thereof. Supplier/Consultant shall maintain policies and procedures with respect to the receipt and disclosure of confidential or proprietary information, such as the Publix information, that require its employees to maintain and protect the confidentiality of such confidential or proprietary information.

Publix shall disclose or give access to the Supplier/Consultant Information only to partners, principals, agents, contractors or employees of Publix (and/or its affiliates) ("Publix personnel") having a need to know in connection with the investigation of and, where applicable, carrying out of the business relationships between the parties hereto and only for use in connection therewith. Publix will advise all Publix personnel having access to Supplier/Consultant Information of the confidential and proprietary nature thereof. Publix shall maintain policies and procedures with respect to the receipt and disclosure of confidential or proprietary information, such as the Supplier/Consultant Information, that require its employees to maintain and protect the confidentiality of such confidential or proprietary information.

Supplier/Consultant acknowledges its understanding that certain of the Publix Information to which it has, or may in the future have, access represents data and information that has been provided, or may in the future be provided, to Publix by third parties subject to certain independent non-disclosure and/or confidentiality covenants and/or agreements. In addition to, and not in limitation of, any of the other obligations of Supplier/Consultant and its affiliates arising hereunder, Supplier/Consultant shall, and each of its affiliates shall, treat such third party information as if it were Publix Information hereunder.

Publix acknowledges its understanding that certain of the Supplier/Consultant Information to which it has, or may in the future have, access represents data and information that has been provided, or may in the future be provided, to Supplier/Consultant by third parties subject to certain independent non-disclosure and/or confidentiality covenants and/or agreements. In addition to, and not in limitation of, any of the other obligations of Publix and its affiliates arising hereunder, Publix shall, and each of its affiliates shall, treat such third party information as if it were Supplier/Consultant Information hereunder.

For purposes hereof, "Excluded Information" means information falling within any of the following categories:

information already known to or otherwise in the possession of the party hereunder to whom the disclosure was made or any of such party's affiliates (the "Disclosee") prior to the time the disclosing party or such disclosing party's affiliates (the "Discloser") disclosed such information to the Disclosee, or information which is independently discovered after the date hereof by the Disclosee without the aid, application or use of, as applicable, the Publix Information or the Supplier/Consultant Information;

information publicly available or otherwise in the public domain through no fault of or action by the Disclosee;

information rightfully obtained after the date hereof by the Disclosee from any third party which is lawfully in possession of such information and which is provided by such third party without violating any contractual or legal obligation of such third party to the Discloser with respect to such information; or

information disclosed without restriction pursuant to judicial action or governmental regulations or other requirements, by the Disclosee, provided the Disclosee has notified the Discloser prior to such disclosure and reasonably cooperates with the Discloser in the event the Discloser elects to legally contest and avoid such disclosure.

DEFINITION OF AFFILIATES

For purposes of this Agreement, "affiliates" shall mean corporations, partnerships, joint ventures and other entities controlling, controlled by or under common control of such party.

RETURN OF PROPERTY

Upon a particular Discloser's request, the Disclosee shall return to such Discloser any and all information and data supplied by such Discloser to such Disclosee and any and all documents and other materials obtained by such Disclosee from the Discloser in connection with the business relationships between the parties and their respective affiliates and shall destroy or return to such Discloser all records, files, equipment, models, drawings, photographs, writings and other papers and things in such Disclosee's possession, custody or control, including any and all copies thereof to the extent supplied to such Disclosee by such Discloser.

SPECIFIC ENFORCEMENT

It is understood by and between the parties that the covenants set forth in this Agreement are each an essential element of this Agreement, and that but for the respective agreements of the parties to the applicable provisions of this Agreement, the other party would have been unwilling to commence or to continue the business relationships. The parties further agree that if a party hereto should breach any of such party's covenants or obligations under this Agreement, the other party would suffer irreparable damage. Accordingly, the parties agree that in addition to other remedies that may be available in law or at equity (including but not limited to an action at law for money damages), the parties shall be entitled upon application to a court of competent jurisdiction to an injunction to specifically enforce the terms of this Agreement.

EXPENSES OF ENFORCEMENT

The parties agree that the non-prevailing party in any claim will be responsible for payment of costs and expenses, including reasonable fees and disbursements of counsel (during investigation, prior to initiation of litigation and at trial and in appellate proceedings if litigation ensues), directly or indirectly resulting from or arising out of the enforcement of this Agreement.

NO WAIVER

No action taken by a party in connection with this Agreement, including any investigation by or on behalf of such party, shall be deemed to constitute a waiver by such party of compliance with any representation, warranty, covenant or agreement contained herein, or in any document delivered by the other party in connection with the activities contemplated by this Agreement. The waiver by a party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

NOTICES

All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given when received if personally delivered; when transmitted if transmitted by electronic fax, telecopy or similar electronic transmission

method (provided customary evidence of receipt is obtained); the day after it is sent, if sent by recognized expedited delivery service; and five days after it is sent if mailed, first class mail, postage prepaid. In each case notice shall be sent to the address set forth on the first page hereof, or to such other address as either party shall have specified by notice in writing to the other party.

BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the successors in interest of the parties.

VENUE; PROCESS

The parties to this Agreement agree that jurisdiction and venue of any action brought pursuant to this Agreement, to enforce the term hereof or otherwise with respect to the relationships between the parties created or extended pursuant hereto, shall properly lie in the Court(s) of the State of Florida or the Court(s) of the United States having jurisdiction over Polk County, Florida. Such jurisdiction and venue are merely permissive; jurisdiction and venue shall also continue to lie in any court where jurisdiction and venue would otherwise be proper. The parties further agree that the mailing by certified or registered mail, return receipt requested, of any process required by any such court shall constitute valid and lawful service of process against them, without the necessity for service by any other means otherwise provided by statute or rule of court.

SEVERABILITY

Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid of full force and effect, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

GOVERNING LAW

The validity, construction and enforcement of, and the remedies under, this Agreement shall be governed in accordance with the laws of the State of Florida (except any choice of law provision of Florida law shall not apply if the law of a state or jurisdiction other than Florida would apply thereby).

PUBLIX SUPER MARKETS, INC.

Tallahassee Comm. College
Company Name

By: Fred Ottolino
an authorized representative

By: _____
an authorized representative

Name: Fred Ottolino

Name: _____

Title: Vice President Pharmacy

Title: _____

Date: 07/10/2012

Date: _____

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