

Exhibit 7 – DRAFT ASSIGNMENT OF INTELLECTUAL PROPERTY

In consideration of the disclosure of confidential information of the CITY OF GAINESVILLE ("CITY"), and the compensation paid by CITY to _____ ("Consultant") and thereafter from Consultant to ("Employee/ Independent Contractor") under the Contract for _____ dated _____, 2018 (the "Contract"), the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

In this Assignment, "Intellectual Property" means all works, including literary works, pictorial, graphic and sculptural works, architectural works, works of visual art, and any other work that may be the subject matter of copyright protection; any word, symbol, device, product configuration, slogan or any combination thereof used to distinguish or identify goods or services or any other identifiers that may be subject matter of trademark protection including all applications and registrations therefore and associated goodwill advertising and marketing concepts; information; data; formulas; designs; models; drawings; computer programs, including all documentation, related listings, design specifications, and flowcharts; trade secrets; and any inventions, including all processes, machines, manufactures and compositions of matter and any other invention that may be the subject matter of patent protection; and all statutory protection obtained or obtainable thereon.

The undersigned Employee /Independent Contractor hereby assigns to CITY all right, title and interest to all Intellectual Property made, developed, created or reduced to practice by Employee/Independent Contractor arising out of or utilized in its consulting services to CITY, and the ownership of the same shall be vested solely in CITY (this "Assignment"). In respect of copyrights, this Assignment shall be effective for the entire duration of the copyrights and shall include, but not be limited to, all rights to derivative works. Employee /Independent Contractor waives all rights of attribution, and integrity for specific works created by Employee /Independent Contractor under the Contract for Consulting Services in respect of all marketing, advertising and commercial uses thereof. In addition, any Intellectual Property that qualifies as a work made for hire under the U.S. Copyright laws will be a *work made for hire* and will be owned by CITY.

Employee/Independent Contractor acknowledges that this Contract creates a confidential relationship between Employee/Independent Contractor and CITY that is the basis on which Employee / Independent Contractor shall provide to CITY the consulting services specified in the Contract for Consulting Services and on which CITY has disclosed and may in the future disclose commercially valuable, proprietary, Confidential Information or Trade Secrets pertaining to the services and equipment provided for in the Contract for Consulting Services. Confidential Information is defined as all non-public information disclosed hereunder, whether written or oral, that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential. To the extent that the Confidential Information constitutes a Trade Secret, or to the extent that the Confidential Information is exempt under Florida's Public Records Law, Confidential Information may include, but not be limited to financial papers and statements, customer lists, research and development activities, technology, vendors, computer hardware and software, products, drawings, information regarding operating

procedures, pricing methods, network strategies, marketing strategies, customer relations, future plans, business data and models, financial data and models, commission and upfront data and models, product information (including, but not limited to terms and conditions, customer correspondence, configuration, and pricing), and data related to vendors, customers, partners, and prospective customers and partners, any and all data relating to customer claims, data analyses and summaries, product and marketing plans, Trade Secrets, copyrights, patents, trademarks, service marks, slogans, know-how, technical data or specifications, testing methods, and other client, partner, and customer information, and other information deemed proprietary or confidential by CITY. Confidential Information shall further include all such information, whether of a technical, business or other nature that: (i) is discussed, displayed, provided or disclosed, whether orally, verbally, or in tangible or intangible media or methods, during, in or through discussions, conferences or meetings between representatives of CITY and CONSULTANT, including without limit in or by face-to-face meetings, email, chat, phone or video conferences or other methods of communication; (ii) is marked as confidential or proprietary by CITY; or (iii) by the nature of the material and circumstances of disclosure reasonably understood by CONSULTANT to be confidential information. "Trade Secrets" shall mean information, including a formula, pattern, compilation, program, device, method, technique, or process that: (a) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy, as such term is understood under the Florida Uniform Trade Secrets Act, Florida Statutes Chapter 688.

Employee / Independent Contractor shall hold such information in strict confidence and shall not disclose such information to any third party without CITY's prior written consent. The third parties referred to above shall be third party beneficiaries of this agreement. This secrecy obligation for Confidential Information shall not apply to information that is or becomes generally available to the public as a matter of record other than as a result of a breach of this Contract by Employee/Independent Contractor.

Employee /Independent Contract or shall safeguard all materials, whether written or otherwise, which CITY supplies to it shall not copy or duplicate such materials without CITY's prior written consent, and shall return such materials to CITY upon completion of services hereunder or upon CITY's request.

In the event of a breach or threatened breach of the foregoing provisions damages to be suffered by CITY will not be fully compensable in money damages alone, and accordingly, CITY or the third party owner of the confidential information shall, in addition to other available legal or equitable remedies, be entitled to an injunction against such breach or threatened breach without any requirement to post bond as a condition of such relief.

CONSULTANT

By: _____
Name: _____
Title: _____
Date: _____

EMPLOYEE / INDEPENDENT CONTRACTOR

By: _____
Name: _____
Title: _____
Date: _____

CITY OF GAINESVILLE

By: _____
Name: _____
Title: _____
Date: _____