TRS 679

01-15

TEACHER RETIREMENT SYSTEM OF TEXAS

1000 Red River Street, Austin, Texas 78701-2698 Telephone (512) 542-6456 or 1-888-237-6762

Non-Disclosure Agreement

Business Purpose (Recipient)

This Non-Disclosure Agreement (hereinafter referred to as the "Agreement") is made this day of

, 20 , by and between (hereinafter referred to as "the Recipient") and the Teacher Retirement System of Texas (hereinafter referred to as "TRS").

In connection with providing services to TRS, (hereinafter referred to as the "Business Purpose"), TRS will provide the Recipient with access to certain information. All such information provided by TRS shall be considered to be confidential, regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential," (hereinafter referred to as the "Information"). All information provided by TRS shall remain at all times the property of TRS. As a condition for its receipt and access to the Information, Recipent agrees as follows:

1. Recipient and Recipient's employees and agents will keep the Information confidential and secure and will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form, in whole or in part, any Information, except in connection with the Business Purpose. Further, only those employees

or agents who needaccess to Information for the Business Purpose and who are informed of the confidential nature of the Information will be allowed to access, use, or see Information.

1. Recipient shall be liable for any violations by any of its employees or agents who are provided or given access to Information.
2. Recipient shall destroy in a secure and confidential manner the Information, including any copies, remaining in its possession within five business days of notice by TRS or when the Business Purpose is satisfied, whichever is sooner. Recipient agrees that it shall immediately return all Information and any copies thereof to TRS immediately upon request from TRS.
3. Recipient shall immediately notify TRS of any breach or unauthorized disclosure of Information.
4. Recipient acknowledges that the disclosure of the Information may cause irreparable harm to TRS, and agrees that TRS will be entitled to an injunction to prevent the disclosure, copying, or other impermissible use of the Information. TRS's rights and remedies hereunder are cumulative. TRS expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Information or to seek damages for the Recipient's or its employees' or agents' failure to comply with

the requirements of this Agreement.

1. In the event TRS suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorney's fees and disbursements) that are attributable, in whole or in part to any failure by the Recipient or any employee or agent of the Recipient to comply with the requirements of this Agreement, Recipient shall hold harmless and indemnify TRS from and against any such losses, damages, liabilities, expenses (including but not limited to credit monitoring services or attorney's fees), and costs.
2. This Agreement shall be governed by the laws of the State of Texas. The Recipient consents to exclusive jurisdiction of Texas state district courts, and exclusive venue shall be in the state district courts sitting in Travis County, Texas.

The undersigned individual below warrants and represents that he or she is authorized to execute this Agreement on behalf of the Recipient.

Recipient:

By:

Signature

Name:

Title: Date: