

Non-Disclosure Agreement
Request for Proposal # _____ (the "RFP")

This Non-Disclosure Agreement (this "Agreement") is made this _____ day of _____, 20____ ("Effective Date"), by and between _____ (the "Recipient") and the Teacher Retirement System of Texas ("TRS").

In connection with Recipient's potential provision of services to TRS pursuant to the RFP, TRS will provide Recipient with access to its Confidential Information. In this Agreement, "Confidential Information" means all non-public information provided to Recipient by TRS or its authorized representatives in whatever form, format, or media, including information provided orally or electronically, and whether or not marked as "confidential."

Confidential Information does not include information that (i) is or becomes generally available to the public other than as a result of Recipient's violation of this Agreement, (ii) was in Recipient's possession prior to its being provided by TRS, (iii) was developed by Recipient independently without reference to information provided by TRS, or (iv) is or becomes available to Recipient from a third party that is not known by the Recipient to be subject to a duty of confidentiality with respect to such information. All information provided by TRS shall remain at all times the property of TRS. TRS's disclosure of Confidential Information herein will not be construed as a license, assignment, or other transfer of any such right, title and interest to Recipient.

As a condition for its receipt of and access to the Confidential Information, Recipient agrees as follows:

1. Recipient and its employees, officers, directors, consultants, advisors, subcontractors, affiliates, and agents ("Representatives") will keep the Confidential Information confidential and secure, and will not copy, disclose, publish, release, transfer, disseminate or use it for any purpose in any form, in whole or in part, except in connection with the RFP. Further, only those Representatives who need access to the Confidential Information for the purposes of the RFP and who are informed of its confidential nature will be allowed to access, use, or see it.
2. Recipient shall inform its Representatives of the requirements of this Agreement, and will be liable for any violations by its Representatives who are provided or given access to the Confidential Information.
3. Recipient shall destroy in a secure and confidential manner the Confidential Information, including any copies remaining in its possession within five business days of written notice by TRS, or upon the conclusion of the RFP process and in the event that Recipient is not selected, whichever is sooner. Recipient shall promptly provide written certification of such destruction to TRS. Otherwise, Recipient agrees to immediately return all Confidential Information and any copies thereof to TRS immediately upon request. Notwithstanding the foregoing, Recipient may retain copies of Confidential Information that are stored on Recipient's IT backup and disaster recovery systems until the ordinary course deletion thereof. Recipient shall continue to be bound by the terms and conditions of this Agreement with respect to such retained Confidential Information.
4. Recipient shall safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its most sensitive information and no less than a reasonable degree of care. Recipient shall immediately notify TRS of any breach, misuse, or unauthorized disclosure of Confidential Information by Recipient or its Representatives.
5. Recipient acknowledges that the disclosure of the Confidential Information may cause irreparable harm to TRS and subject TRS to liability to third parties. Recipient 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 and not exclusive. TRS expressly reserves all rights, remedies, claims and actions in law or equity that it may have now or in the future to protect the Confidential Information or to seek damages for failure to comply with the requirements of this Agreement.
6. Recipient further acknowledges that TRS provides the Confidential Information without any representation or warranty, express or implied, as to its accuracy or completeness. TRS will have no liability to Recipient or any other person relating to Recipient's use of the Confidential Information.
7. **RECIPIENT SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS TRS FROM ANY LIABILITY, ACTION, CLAIM, DEMAND, OR SUIT AND ALL RELATED COSTS, ATTORNEY'S FEES AND EXPENSES ARISING FROM OR RELATING TO ANY BREACH OF THIS AGREEMENT BY**

RECIPIENT OR ITS REPRESENTATIVES.

8. This Agreement shall expire on the earlier of (i) three (3) years after the Effective Date, or (ii) the date the Parties enter into a further agreement that contains provisions that supersede this Agreement, provided that with respect to Confidential Information that is a trade secret under Texas law, such rights and obligations will survive such expiration until, if ever, such Confidential Information loses its trade secret protection other than due to an act or omission of Recipient or its Representatives.
9. This Agreement is governed by the laws of the State of Texas. 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 Recipient.

[INSERT RECIPIENT NAME]:

Signature: _____

Name: _____

Title: _____

Date: _____