



CONTRACTOR ANNUAL ETHICS COMPLIANCE STATEMENT

Consistent with Section IV. E. of the Code of Ethics for Contractors (the “Code”), an entity engaged by TRS as a Contractor shall be responsible for compliance with the Code by each of its employees and representatives and the authorized representative completing and executing this Statement does so on behalf of the entity itself and all of its employees. In this regard, any response, disclosure, or report required by this Code must be submitted to TRS by such entity rather than by individual employees and representatives, and such entity is responsible for making a diligent inquiry before each submission and from time to time during its engagement as a Contractor to determine if further submissions are required.

CAPITALIZED WORDS APPEARING HEREIN HAVE THE SAME MEANING ASSIGNED TO THEM IN THE CODE.

FOR ALL CONTRACTORS

- ◆ After diligent inquiry, Contractor represents that the Code has been read by those persons who work or represent the Contractor on TRS matters and that these individuals are familiar with the standards that govern the conduct of TRS’s Contractors.
- ◆ Contractor agrees to comply with both the letter and spirit of the Code (including prohibitions upon offering or conferring any gifts, entertainment, or other economic benefits to Trustees and Employees, found in Section II.B of the Code) and the Expenditure Reporting Form and Memorandum. Contractor understands that a violation of the Code is grounds for termination of the contract or relationship with TRS, and constitute a material breach of contract with no penalty to TRS for terminating the contract or relationship. **Contractor further understands that termination of a contract or relationship because of a violation of the Code can preclude another contract or relationship with TRS as provided in the Code.**
- ◆ Contractor agrees to report in writing to the General Counsel or to the Executive Director as required in the Code if Contractor:
 - 1) has determined that it has a potential or actual conflict of interest as defined in the Code, or
 - 2) is uncertain whether it has or would have a conflict of interest under a particular set of circumstances then existing or reasonably anticipated to occur, or
 - 3) has knowledge that a Trustee, Employee, or Contractor has violated the Code, or
 - 4) has violated the Code or has an interest or relationship which violates the Code.

Such written report should be made on the TRS Form 541C, Conflict of Interest Disclosure and Request for Determination.

- ◆ Contractor agrees to provide a copy of any such disclosure to the Employee who monitors or manages the Contractor’s work.
- ◆ Contractor agrees to not take action personally or on behalf of TRS which is reasonably likely to result in a foreseeable conflict of interest unless permitted under Section II.I or II.J. of the Code or pursuant to Section I.D. of the Code.
- ◆ To the best of the knowledge and belief of Contractor, Contractor does not have a conflict of interest, nor has Contractor engaged in any activity that constitutes a conflict of interest, as defined in the Code, except as indicated below.

(Write "None" if there is nothing to report. If there is something to report that requires additional space, please use and attach an additional sheet to this form.)

- ◆ To the best of the knowledge and belief of Contractor, Contractor has no personal business relationship with a Trustee or Employee, except as indicated below.

(Write "None" if there is nothing to report.)

- ◆ To the best of the knowledge and belief of Contractor, Contractor has not violated the Code, except as indicated below.

(Write "None" if there is nothing to report.)

- ◆ To the best of the knowledge and belief of Contractor, Contractor is unaware of any violations of:
 - 1) the TRS policy prohibiting the offering or accepting of gifts, entertainment, or other economic benefits involving any Trustee, Employee, Contractor or
 - 2) the Code by any other Contractor, except as indicated below.

(Write "None" if there is nothing to report.)

- ◆ Contractor agrees that if any change in circumstances occurs which should be reported in accordance with the Code, Contractor will promptly report this change to the General Counsel or to the Executive Director.
- ◆ If Contractor was a Contractor during the prior calendar year, Contractor hereby certifies and represents that Contractor filed the Expenditure Reporting Form for Contractors that was due by April 15 of this calendar year. Contractor agrees to file by April 15 of the next calendar year an Expenditure Reporting Form for Contractors addressing expenditures made in this calendar year.
- ◆ Contractor is in compliance with all professional standards and laws that apply to Contractor.

Signature

Name of Contractor

Printed Name and Position

Date