

Non-Disclosure Agreement

Protecting Confidential Information Provided by the Teacher Retirement System of Texas

This Non-Disclosure Agreement ("Agreement") is made by and between the undersigned reporting entity ("Reporting Entity" or "RE") and the Teacher Retirement System of Texas ("TRS"). This Agreement applies to Reporting Entity's auditor(s), officers, employees, contractors, agents, and representatives, who are included jointly and severally under the term "Reporting Entity" or "RE's Authorized Users." Under the Agreement and sections 552.0038 and 825.507 of the Texas Government Code, TRS provides certain confidential TRS participant information or information related to participants ("Confidential Information") to Reporting Entity only for the following purposes ("Business Purposes"):

- (i) to assist Reporting Entity in verifying and recalculating contribution amounts submitted by Reporting Entity to TRS to comply with Governmental Accounting Standards Board Statement No. 68 ("GASB 68") and
- (ii) to identify, report to TRS, and correct any discrepancies in reports of contributions submitted to TRS by Reporting Entity.

All information provided by TRS to Reporting Entity is Confidential Information, regardless of its organization or presentation in an aggregated form. As a condition for access to and use of the Confidential Information, Reporting Entity agrees as follows:

1. The Confidential Information must not be used or disclosed by Reporting Entity for a purpose other than the Business Purposes for which it was received. Reporting Entity must restrict access to and use of the Confidential Information to RE's Authorized Users who have a legitimate need to do so for the Business Purposes. Reporting Entity must inform RE's Authorized Users of the confidential nature of the Confidential Information and must require them to acknowledge that they understand and agree to this Agreement.
2. Reporting Entity must report to TRS and correct any discrepancies identified in reports of contributions submitted to TRS by Reporting Entity.
3. Reporting Entity must not re-identify or attempt to re-identify individual TRS participants whose information is represented by or contained in the Confidential Information.
4. Reporting Entity shall be liable for any violation of the Agreement or law pertaining to the Agreement or Confidential Information by Reporting Entity or any of RE's Authorized Users.
5. The Confidential Information must be maintained in a secure and confidential manner in accordance with a law, rule, court order, or audit standard governing the retention and disposition of the Confidential Information. Reporting Entity must dispose of the Confidential Information, including any copies of it, in accordance with Reporting Entity's certified records control schedule.
6. Reporting Entity must notify TRS within one business day of any breach or unauthorized access, disclosure, or use of any Confidential Information in violation of this Agreement, including allowing access to the Confidential Information for any purpose other than the Business Purposes. Reporting Entity must timely notify TRS under the Texas Public Information Act of any public information request for the Confidential Information and provide TRS the opportunity to prevent its release.
7. Reporting Entity acknowledges that the use of or access to any Confidential Information in violation of this Agreement may cause irreparable harm to TRS or its participants and agrees that TRS will be entitled

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to an injunction to prevent the use of or access to any of the Confidential Information accessed or used in violation of law or the Agreement.

8. To the extent permitted by the Constitution and laws of the State of Texas, Reporting Entity shall hold TRS harmless from and indemnify TRS against any damage, liability, or expense (including but not limited to credit monitoring services or attorney's fees) caused in TRS' sole determination by a violation of this Agreement or a law pertaining to the Confidential Information by Reporting Entity or RE's Authorized Users.

9. This Agreement is governed by the laws of the State of Texas. Reporting Entity consents to the exclusive jurisdiction of Texas state district courts, and the exclusive venue shall be in the state district courts sitting in Travis County, Texas.

The undersigned individuals below warrant and represent that they are authorized to execute this Agreement on behalf of Reporting Entity and TRS:

Reporting Entity:

By:

Signature

Printed Name

Title:

Date:

TRS:

By:

Signature

Printed Name

Title:

Date:
