

**MUTUAL NONDISCLOSURE ACCORD BETWEEN
NYSIF and _____**

WHEREAS, _____ ('MANAGER') is a certified and registered investment manager; and

WHEREAS each party desires to maintain and not misuse any Confidential Information contained in such files and materials;

NOW, THEREFORE, the parties agree as follows:

1. NYSIF grants MANAGER authority and discretion to direct the investment and reinvestment of assets in that portion of NYSIF Permissible Securities and cash.
2. All files and data are provided for the sole purposes of performing the above service. All files and data provided will be considered Confidential Information; the confidential nature survives termination of the Investment Manager contract and shall last for a period of six (6) years after termination. Confidential Information may only be used by MANAGER. MANAGER may not, without NYSIF's written consent, copy or store any portion of said data in any written or electronic format other than as necessary to comply with the agreed service(s). In the event that the copying of Confidential Information to MANAGER's equipment is necessary to provide the service, then such copying will be performed in a manner that permits permanent deletion from MANAGER's equipment and networks. No permanent copy of the Confidential Information will be made by MANAGER. NYSIF may request return of the Confidential Information and copies sooner than the conclusion of the contract.
3. Confidential Information will be disclosed only to those MANAGER's employees who are necessary to create and/or participate in the service. Each such employee will be instructed in the confidential nature of the data. MANAGER will take all necessary safeguards and actions to prevent the unauthorized copying or use of the Confidential Information or the information contained therein. MANAGER will notify NYSIF immediately of any loss, accidental or otherwise, of the Confidential Information thereof or of any unauthorized disclosure of the Confidential Information.
4. Upon completion of the service, any Confidential Information provided by NYSIF will be returned to NYSIF in a secure manner. At such time, all Confidential Information shall be permanently deleted from MANAGER's equipment and networks (if any such data or information remains) in a manner that will not permit recall of the data. MANAGER may (1) retain copies of Confidential Information that is required to be retained by law or regulation and (2) in accordance with legal records retention requirements, store such copies and derivative works in an archival format which cannot be returned or destroyed.
5. MANAGER shall maintain accurate records and accounts of services performed and money expended under this Accord and shall furnish or make available such supplemental accounts, records or other information as are required in the event of a security breach and/or to substantiate any expenditure or report to NYSIF, or as may be necessary for auditing purposes or to verify that expenditures were made and/or proper non-disclosure procedures were implemented as required by this Accord. Such records, accounts and all supportive

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documentation shall be kept for the balance of the calendar year in which they were made and six (6) years subsequent to the date of conclusion of the Investment Manager contract.

6. In the event of a Breach of Security involving NYSIF supplied Nonpublic Information from systems owned, operated, sub-contracted or otherwise routed through MANAGER's systems or networks, MANAGER shall notify NYSIF immediately, without unreasonable delay. "Breach of Security" shall mean the unauthorized acquisition or acquisition without valid authorization of computerized data that compromises the security, confidentiality, or integrity of personal information maintained by a business. "Nonpublic Information" shall mean all electronic information that is not publicly available information and is: (1) business related information of NYSIF the tampering with which, or unauthorized disclosure, access, or use of which, would cause a material adverse impact to the business, operations or security of NYSIF; (2) any information concerning an individual which because of name, number, personal mark, or other identifier can be used to identify such individual, in combination with any one or more of the following data elements: (i) social security number; (ii) drivers' license number or non-driver identification card number; (iii) account number, credit or debit card number; any security code, access code or password that would permit access to an individual's financial account; or (iv) biometric records; (3) any information or data, except age or gender, in any form or medium created by or derived from a health care provider or an individual and that related to: (i) the past, present or future physical, mental or behavioral health or condition of any individual or a member of the individual's family; (ii) the provision of health care to any individual; or (iii) payment for the provision of health care to any individual.
7. No license or additional rights of any kind to NYSIF data is granted to MANAGER by this Accord. The obligations hereunder will bind MANAGER's successors and assigns.
8. This Accord will be governed by the laws of the State of New York without regard to the principles of conflict or choice of laws. Jurisdiction for all purposes shall be in the State of New York.
9. The parties agree that the Standard Clauses, attached as Exhibit A to the Investment Manager contract, shall be incorporated by reference into this Accord and that in the event of a conflict between any term or condition in the text of this Accord and Exhibit A, that the terms of Exhibit A shall govern and control.
10. This Accord shall be binding upon the parties hereto and inure to the benefit of the parties hereto, their respective successors and permitted assigns upon execution of the Investment Manager Contract.