

**MUTUAL NONDISCLOSURE ACCORD  
BETWEEN NYSIF and \_\_\_\_\_**

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**WHEREAS,** \_\_\_\_\_ ('MANAGER') is a registered investment manager; and

**WHEREAS** each party desires to maintain and not misuse any confidential information that may be contained in such party's files and materials; and

**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. Files are provided for the sole purposes of performing the above service. All data will be considered confidential; the confidential nature survives termination of the Investment Manager contract 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 copying of data 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 data will be made by MANAGER. NYSIF may request return of the data and copies sooner than the conclusion of the contract.
3. Data will be disclosed only to MANAGER's employees or agents who are necessary to create, participate in and/or audit the service. Each such employee or agent 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 data or the information contained therein. MANAGER will notify NYSIF immediately of any loss, accidental or otherwise, of the data files or contents thereof, or of any unauthorized disclosure of the data files.
4. Upon completion of the service and following the expiration of the confidentiality period, any data files provided by NYSIF will be returned to NYSIF in a secure manner. At such time, such data and 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.
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 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 as defined in NY CLS Gen Bus §899-aa and NY CLS State Technology Law §208, or otherwise, involving NYSIF supplied Personal Information or Private Information from systems owned, operated, sub-contracted or otherwise conducted through

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MANAGERs 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 containing personal or private information. "Personal Information" shall mean any information concerning a person which, because of name, number, mark or other identifier, can be used to identify such person. "Private Information" shall mean personal information in combination with any one or more of the following data elements, when either the personal information or the data information or the data element is not encrypted or encrypted with an encryption key that has also been acquired: (i) social security number; (ii) driver's license number or non-driver identification cards number; or (iii) account number, credit or debit card number, in combination with any required security code, access code, or password which would permit access to an individual's financial account. MANAGER additionally undertakes to, solely at its own cost and expense, provide any requisite notices that either MANAGER or NYSIF would have to provide pursuant to NY CLS Gen Bus §899-aa and NY CLS State Technology Law §208, or any other applicable statute, both on behalf of MANAGER and on behalf of NYSIF. MANAGER's notification shall include but not be limited to a description of the categories of information that were, or are reasonably believed, to have been acquired by a person without valid authorization, including specification of which of the elements of personal information and private information were, or are reasonably believed to have been, so acquired, or as otherwise provided for by applicable law.

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.