

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (“Agreement”) is entered into effective between the Retirement Systems of Alabama (“RSA”) and _____ (“Recipient”). The parties acknowledge and agree as follows:

1. **PURPOSE.** Recipient plans to provide RSA with the following services: _____ (“Services”). Certain RSA data will be required to be shared with Recipient in order for Recipient to assist RSA.

2. **CONFIDENTIAL INFORMATION.** In order for Recipient to provide the services being requested by RSA, RSA must disclose to Recipient information that is confidential and proprietary to RSA (“Confidential Information”). RSA agrees to disclose this Confidential Information subject to the terms of this Agreement.

Confidential Information disclosed by RSA to Recipient shall be used by Recipient only as permitted by this Agreement. Confidential Information shall not include information: (i) generally available to the public prior to or during the time of the services through authorized disclosure; or (ii) obtained from a third party who is under no obligation not to disclose such information; or (iii) independently developed without reference to Confidential Information.

3. **ELECTRONIC TRANSMISSION.** In the event Recipient receives any Confidential Information via electronic means such as FTP transmission, Recipient shall use reasonable physical and software-based security measures, commonly used in the electronic data interchange field, to protect Confidential Information sent or received. RSA reserves the right to terminate any electronic transmission immediately on the date RSA reasonably determines Recipient has breached, or has allowed a breach of, this provision of the Agreement. RSA may reserve the right to change or upgrade its method of Confidential Information transmission with reasonable notice to Recipient.

4. **PERMITTED USES.** Recipient: (a) shall not use (deemed to include, but not be limited to, using, exploiting, duplicating, recreating, modifying, decompiling, disassembling, reverse engineering, translating, creating derivative works, adding to a party’s database, or disclosing Confidential Information to another person or permitting any other person to do so) Confidential Information except for purposes of the Services; (b) shall comply with all applicable laws and regulations governing the use and disclosure of Confidential Information; (c) shall use at least the same degree of care to protect the Confidential Information as is used with Recipient’s own proprietary and confidential information; and (e) may release Confidential Information in response to a subpoena or other legal process to disclose Confidential Information, only after giving RSA reasonable notice of such disclosure to the extent legally permissible.

5. **OWNERSHIP OF CONFIDENTIAL INFORMATION.** Recipient agrees that all Confidential Information shall remain the property of RSA, and that RSA may use such Confidential Information for any purpose without obligation to Recipient. Nothing contained herein shall be construed as granting or implying any transfer of rights to Recipient in the Confidential Information, or any patents, or other intellectual property rights protecting or relating to the Confidential Information.

6. **DATA STORAGE.** Recipient agrees not to store or house Confidential Information on its or any of its affiliates’ or employees’ servers, networks, external storage media, or any other form of peripheral device capable of storing data, without the explicit written permission of RSA.

7. **CONCLUSION OF SERVICES.** At the conclusion of the Services, Recipient shall either relinquish to RSA or destroy to the extent reasonably practicable (with such destruction to be verified upon request) all Confidential Information.

8. **BREACH.** If, at any time it is discovered by Recipient that this Agreement has been breached by Recipient or its agents or affiliates, then Recipient shall promptly notify RSA, and all Confidential Information shall be destroyed or relinquished upon demand of RSA.

9. **INDEMNIFICATION.** Unauthorized use of Confidential Information by Recipient is a material breach of this Agreement resulting in irreparable harm to RSA for which the payment of money damages may be inadequate. Recipient agrees to indemnify and hold harmless RSA with respect to any claims and damages caused by Recipient's breach of this Agreement.

10. **SURVIVAL.** The requirement to treat Confidential Information as confidential under this Agreement shall remain in full force and effect so long as any information remains commercially valuable, confidential, proprietary and/or trade secret, but in no event less than a period of three (3) years from the date of the Services.

12. **ASSIGNMENT.** Neither this Agreement nor either party's rights or obligations hereunder may be assigned without prior written approval of the other party.

13. **GENERAL.** (a) This Agreement is the entire understanding between the parties as to the subject matter hereof. (b) This Agreement binds the parties and their respective successors, assigns, agents, employers, subsidiaries and affiliates. (c) No modification to this Agreement shall be binding upon the parties unless evidenced in writing signed by the party against whom enforcement is sought. (d) The alleged invalidity of any term shall not affect the validity of any of the other terms. (e) This Agreement shall be governed by, and construed in accordance with, the laws of the State of Alabama.

IN WITNESS WHEREOF, each of the parties has executed this Agreement, to be effective as of the date first written above.

Retirement Systems of Alabama
By: _____
Its: _____

Recipient
Printed Name: _____
Title: _____
Date: _____