



Chicago Teachers' Pension Fund

PUBLIC SCHOOL TEACHERS' PENSION AND RETIREMENT FUND OF CHICAGO VENDOR NON-DISCLOSURE AGREEMENT

_____ (hereinafter referred to as "Vendor") acknowledges and agrees that: (1) for the purpose of its engagement, potential engagement, and/or pre-engagement review and/or assessment activities relating to goods and/or services to be provided or potentially provided to the Public School Teachers' Pension and Retirement Fund of Chicago (hereinafter referred to as "CTPF"), it previously, presently, or may subsequently have access to Confidential Information as defined in this Agreement; and (2) Vendor will not disclose any Confidential Information as restricted by this Agreement, unless required by law or expressly agreed to in writing by CTPF.

Definition of Confidential Information. The term "Confidential Information" shall mean Highly Sensitive, Confidential, and Internal Use Only data, as defined in CTPF's Data Classification administrative rule, including, but not limited to, the following information as it pertains to CTPF's business, data, members, and/or employees: (i) personal data including but not limited to member and/or employee names, addresses, phone numbers, social security numbers, birth dates, or any other information that could personally identify a member and/or employee; (ii) health benefit information including health insurance elections and/or premiums; (iii) medical records or information; (iv) general CTPF benefit information including benefit elections and/or payments; (v) business or financial records, documents, or information; (vi) vendor records, documents, or information; and (vii) trade secrets. Confidential Information means all information described in this Agreement, whether it is received, accessed, or viewed by the Vendor in writing, visually, electronically, or orally.

Obligations of Vendor. In consideration of the engagement, potential engagement, and/or permission to conduct pre-engagement review and/or assessment activities relating to goods and/or services to be provided or potentially provided to CTPF, the Vendor hereby agrees to keep any and all Confidential Information that he or she has, has had, or will have access to confidential as described in this Agreement, unless otherwise required by law (e.g. Illinois' Freedom of Information Act (FOIA) or a court order) or expressly agreed to in writing by CTPF. This Agreement applies to all Confidential Information to which the Employee has, has had, or will have

access. The Vendor shall: (i) hold the Confidential Information in strict confidence and take all reasonable precautions to protect such Confidential Information, including, without limitation, all precautions the Vendor employs or would employ with respect to his or her own confidential materials, but not less than a reasonable standard of care, and in accordance with industry best practices to protect the confidentiality of CTPF's Confidential Information; (ii) not disclose any such Confidential Information or any information derived therefrom to anyone other than a Vendor employee who is performing his or her duties and/or responsibilities regarding to the engagement, potential engagement, and/or pre-engagement review and/or assessment activities relating to goods and/or services to be provided or potentially provided to CTPF or who is involved in responding to an external legal request (e.g. FOIA, litigation document request, or subpoena) for such information; (iii) agree that Confidential Information will be handled in a completely secure manner, and regardless of format, shall be owned by CTPF, and under no circumstances will Vendor have any right to retain, copy, distribute, or otherwise use copies or originals of such Confidential Information; and (iv) refrain from storing any Confidential Information on a SharePoint and/or network drive generally accessible by Vendor staff who have not signed a non-disclosure agreement. The Vendor shall be responsible for ensuring that its officers, employees, subcontractors, and agents all abide by this non-disclosure agreement.

Term. The effective date of this agreement shall be the date that the Agreement is signed by Vendor. This Agreement shall apply to Confidential Information until this Agreement is terminated upon thirty (30) days advance written notice. All confidentiality obligations created by this Agreement shall remain in full force and effect, in perpetuity, after the termination of this agreement. All other terms and conditions of this Agreement that are necessary to enforce the surviving confidentiality obligations shall survive, in perpetuity, the termination of this Agreement.

Return of Confidential Information. Upon CTPF's request, Vendor will promptly return all tangible items containing or consisting of CTPF's Confidential Information and all copies thereof and provide CTPF with a written certificate certifying Vendor's compliance with the foregoing obligation.

Consequences of Violating This Agreement. A Vendor who violates this Agreement may be subject to termination of its contract(s). CTPF reserves all other legal rights and remedies that it may have in law or in equity relating to violation of this Agreement.

Specific Performance. Vendor acknowledges that the unauthorized use or disclosure of the CTPF's Confidential Information would cause CTPF to incur irreparable harm and significant damages, the degree of which may be difficult to ascertain. Accordingly, Vendor agrees that CTPF will have the right to obtain immediate equitable relief to enjoin any unauthorized use or disclosure of its Confidential Information, in addition to any other rights and remedies that it may have at law, in equity or otherwise.

Notices. All notices under this Agreement shall be delivered personally, by email or facsimile with receipt confirmation, by prepaid overnight courier, or by certified mail, postage prepaid, and addressed to the address set forth on the signature page of this Agreement or to such other address as subsequently modified by written notice given in accordance with this section. All notices delivered pursuant to this section shall be deemed delivered on the date of receipt.

Choice of Law. This Agreement shall be construed in accordance with the laws of the State of Illinois, without regard to principles of conflict of laws. The parties further agree that any legal action regarding this Agreement or its provisions shall be brought in a court of competent jurisdiction in the Circuit Court of Cook County, Illinois or the U.S. District Court for the Northern District of Illinois, as applicable, and both parties consent to the jurisdiction of such court and waive any objections to such jurisdiction.

Assignment. Neither party shall have the right to assign or transfer this Agreement without the prior written consent of the other party, but it shall be binding on each party's successors and representatives.

Vendor hereby agrees to the foregoing provisions by signing below.

[Vendor Name and Address]

Signature: _____
Printed Name: _____
Title: _____
Date: _____