

ATTACHMENT D
SUBCONTRACTOR CONFIDENTIALITY AGREEMENT

This Subcontractor Confidentiality Agreement is entered into this ___ day of _____, 202__ by and among the [Subcontractor Name] ("Subcontractor") and the New York State Office of the State Comptroller ("OSC") on behalf of the New York State and Local Retirement System ("NYSLRS").

WHEREAS, NYSLRS possesses certain confidential and proprietary information in relation to Contract C001148 ("Contract") with [Contractor Name], issued for NYSLRS Member Annual Statements (hereinafter "Confidential Information");

WHEREAS, [Contractor Name], has entered into an agreement with the Subcontractor to subcontract a portion of the services in connection with the Contract ("Services");

WHEREAS, NYSLRS and/or [Contractor Name], is providing the Subcontractor with Confidential Information for the purpose of performing the Services ("Business Purpose"); and

WHEREAS, Subcontractor is willing to keep the information received from NYSLRS and/or [Contractor Name], confidential in accordance with the terms and conditions set forth in this Subcontractor Confidentiality Agreement.

NOW THEREFORE, pursuant to this Subcontractor Confidentiality Agreement, the Subcontractor agrees:

- To view, access and use only the Confidential Information relevant and necessary to provide Services to OSC under the Contract;
- To use its best efforts to preserve the confidentiality of the Confidential Information;
- That it shall protect NYSLRS Confidential Information to the same or to a greater extent that it protects its own confidential or proprietary information, but in any event at a minimum it shall protect the Confidential Information to the maximum extent permissible by law;
- Limit use of and access to NYSLRS Confidential Information to only those of its employees, owners, officers, shareholders, members, directors, affiliates, partners, and/or agents ("Staff") of Subcontractor whose responsibilities require such use or access and who are operating under non-disclosure provisions no less restrictive than those herein and who have a justified business "need to know";
- Advise all such Staff, before they receive access to or possession of any of the NYSLRS Confidential Information, of the confidential nature of the Confidential Information and their respective confidentiality obligations under this Subcontractor Confidentiality Agreement;
- To abide by all State confidentiality policies and procedures;
- That all reports and other materials, preliminary, final and otherwise, prepared for or relating to Services described herein (other than Contractor's work papers)-shall be treated at all times as Confidential Information by the Contractor;
- All Confidential Information shall remain the property of NYSLRS;
- That all produced materials that contain NYSLRS Confidential Information are to be mailed to their rightful recipients, provided to NYSLRS as proofs, or if damaged in processing shall be destroyed; and
- That all Confidential Information shall be destroyed (using highest industry-standard secure disposal methods) within 30 days after the expiration of the Contract and that upon such destruction, the Subcontractor will certify as to the method of destruction.

The Subcontractor's obligations under this Subcontractor Confidentiality Agreement shall survive the termination of the Business Purpose and this Subcontractor Confidentiality Agreement, and shall bind the Subcontractor's Staff, heirs, successors, and assigns. Such obligations shall continue until the Confidential Information is no longer confidential.

IN WITNESS WHEREOF, the parties have executed this Subcontractor Confidentiality Agreement effective as of the date first written above.

STATE	SUBCONTRACTOR
Office of the State Comptroller	Company Name: <input type="text"/>
Printed or Typed Name: Jeremy R. Disare	Printed or Typed Name:
Title: Director of Finance	Title:
Signature:	Signature: