

Request for Proposals
for
INVESTMENT MANAGEMENT SERVICES
DOMESTIC EQUITY FUND
U.S. SMALL CAPITALIZATION EQUITY

January 8, 2021

State of Connecticut
Office of the Treasurer

Deadline: February 19, 2021

**STATE OF CONNECTICUT
OFFICE OF THE TREASURER**

**REQUEST FOR PROPOSALS
FOR
INVESTMENT MANAGEMENT SERVICES
DOMESTIC EQUITY FUND
U.S. SMALL CAPITALIZATION EQUITY**

This Request for Proposals (RFP) includes the following:

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Legal and Policy Attachments (Please visit the Treasurer’s Website for copies of the forms listed below. Directions for completing these forms are also found on the website and within this RFP. <https://portal.ct.gov/OTT/Doing-Business/Compliance-Reporting>)

- Attachment A CHRO – Contract Compliance Regulations Notification to Respondents
- Attachment B Nondiscrimination Affidavit
- Attachment C Employment Practices Information
- Attachment D Affidavit of Third-Party Fees and Disclosure of Consulting Agreements
- Attachment E Gift Affidavit
- Attachment F Corporate Citizenship
- Attachment G Notice of Legal Proceedings
- Attachment H Campaign Contribution Disclosure
- Attachment I Notice to State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations (SEEC Form 10)
- Attachment J Anti-Terrorism
- Attachment K Conflicts of Interest
- Attachment L Iran Certification Form
- Attachment M ESG Considerations

Exhibits

- Exhibit 1 Standard Investment Management Agreement

Section I Introduction and Purpose of the RFP

The State of Connecticut, acting through its Treasurer (hereinafter the “State” or the “Treasurer”) requests proposals from qualified firms (the “Respondent”) interested in providing investment management services for the Domestic Equity Fund (“DEF”). The State intends to use this RFP process to select a pool of respondents that may be appointed by the Treasurer to supervise and direct the investment of a U.S. Small Capitalization Equity separately managed account.

The Treasurer, elected quadrennially, serves as the principal fiduciary of the \$40 billion Connecticut Retirement Plans and Trust Funds (the “CRPTF”) which is comprised of 6 retirement plans and 9 trust funds. An independent Investment Advisory Council (“IAC”), appointed pursuant to Connecticut General Statutes §3-13b, is charged with advising the Treasurer on matters pertaining to the investment of the CRPTF’s assets, and the Chief Investment Officer of the Office of the Treasurer oversees the day-to-day operations. The Investment Policy Statement (“IPS”) for the CRPTF, located at <https://portal.ct.gov/OTT/Pension-Funds/Investment-Policy/Investment-Policy-Statement> can be referenced for additional information on the CRPTF, IAC and the DEF.

As more fully described in Sections II - IX, herein, respondents, who would like to provide investment services for any of the Funds, may submit proposals in order to be considered through this RFP process. The State expects to select respondents to provide U.S. Small Capitalization Equity investment management services for a 6-year period. The selected respondents will be expected to execute an investment management agreement with the Treasurer, as detailed in Exhibit 1.

All responses must be submitted by **February 19, 2021**, via email to the attention of Paul Osinloye, Principal Investment Officer at PFM.RFP@ct.gov.

Section II Scope of Services

The selected respondent(s) will work with the Treasurer and/or CIO and designated investment staff to provide investment management services for U.S. Small Capitalization Equity.

A. Investment management services for the DEF, will include, but will not be limited to:

1. Supervision and direction of the investments of a separately managed account. As fiduciary, agent and attorney-in-fact with respect to the account, buy, sell, exchange, convert or otherwise trade in any securities and other investment instruments as permitted by the specific, negotiated investment guidelines mutually agreed to by the State and the Respondent.
2. Transacting according to the investment guidelines.
3. Executing all trades in an attempt to obtain the best net price and most favorable execution of each purchase and sale transaction on behalf of the State.

4. Maintaining a system of adequate risk controls, including but not limited to a compliance monitoring system and an operations risk management system to ensure compliance with account restrictions, as well as all applicable State and Federal laws and regulations.
5. Making all administrative and regulatory filings required for the management of the separate account, including State, Federal, IRS, SEC and FINRA.

Prospective respondents are advised that:

- a. For the purposes of this RFP, U.S. Small Capitalization Equity is defined as:
 - U.S. small capitalization equity - companies with a total market capitalization typically between \$300 million to \$2 billion
 - U.S. micro capitalization equity - companies with a total market capitalization typically between \$50 million to \$300 million
 - U.S. small/mid capitalization (“SMid”) equity - companies with a total market capitalization typically between \$300 million to \$10 billion
- b. Proposed benchmark, depending on the strategy, will likely be one of the following:

Russell 2000 Index,	Russell 2500 Index,	Russell Microcap Index
Russell 2000 Growth Index	Russell 2500 Growth Index	Russell Microcap Growth Index
Russell 2000 Value Index	Russell 2500 Value Index	Russell Microcap Value Index
- c. Investment universe may include all securities included within these indices. Out-of-index positions in other U.S. Small capitalization instruments will be considered.
- d. The State requires use of its Custodian bank.

B. Reporting

1. Provide complete transparency on daily trading activity through online and written reports.
2. Provide a full monthly reconciliation between the Respondent’s accounting and performance records and the Master Custodian’s accounting and performance records.
3. Provide monthly investment reports to include:
 - a. Executive summary of key economic, socio-political, and monetary/fiscal policy events in U.S. markets and how they relate to portfolio activity and net-of-fee performance against the benchmark
 - b. Discussion of rationale for prior period tactical positioning along with associated expected and realized performance outcomes
 - c. Net-of-fee performance results over multiple time periods
 - d. Relative attribution and portfolio exposures that properly reflect the bets and positions taken
 - e. Risk measurements

- f. Market outlook.
- 4. Provide the State with a copy of Part 2 of Form ADV, at least annually.
- 5. Provide annual compliance report and operating risk report.
- 6. Make on-site presentations to the State at a minimum of once per year, with video-conferencing an alternative, if on-site presentation is not possible. In addition, be available to meet and/or discuss portfolio as requested.

Section III Fees

Please provide your fee proposal for the requested services as outlined in **Section II**.

Section IV Contract Term

The State of Connecticut Office of the Treasurer intends to enter into a contract for a six-year term, beginning approximately June 30, 2021.

Section V Minimum Respondent Qualifications

Respondents submitting a proposal in response to this RFP must demonstrate the following minimum qualifications in order to be considered for this RFP:

- A. Three (3) year firm existence.
- B. Firm must be a SEC Registered Investment Advisor, a U.S. regulated Bank or a financial institution similarly regulated within the jurisdictions in which it operates. Proof of licensure or registration must be furnished.
- C. Aggregate U.S. small capitalization equity firm-wide assets must have exceeded \$1.0 billion as of December 31, 2020.
- D. Minimum three-year investment track record in the proposed U.S. Small Capitalization Equity strategy or stand-alone products for each mandate. Minimum three-year investment track record in each strategy if providing separate composites. (U.S. Small Capitalization Equity portfolio management team may include their track record from another firm at which the team worked if they do not have three-year record at current firm. The team must have produced the track record.) Performance track record must be of live portfolios, i.e., no paper portfolios.
- E. Performance must be GIPS compliant.
- F. Audited financial reports for past two years.

Section VI Submission Deadline

Proposals must be received by **February 19, 2021** via email by 5:00 PM EST to PFM.RFP@ct.gov.

See **Section VIII** for instructions on the required format and content for response.

Section VII Evaluation Criteria

The following criteria will be used to evaluate each respondent's proposal. In addition, the respondents will be evaluated against: (1) meeting the Minimum Qualifications set forth in **Section V**; (2) their written responses to **Section VIII** questions; (3) any additional written information requested by the Treasurer's Office; and (4) conformance with RFP instructions and specifications:

A. Organization/Management/Client Base:

1. Firm size, management, and ownership
2. Stability (financial and organization)
3. Technology infrastructure (e.g., for trading, analytics, operations, compliance, cybersecurity, and reporting)
4. Risk management – organization, process and integration
5. Compliance operations
6. Commitment of firm resources dedicated to this mandate
7. Client service resources and coverage
8. Client stability and asset growth
9. Client references
10. Consideration of Environmental, Social and Governance Issues.
11. Results of site visit, if any.

B. Relevant Experience and Client Base:

1. Investment expertise, tenure, education, training and professional credentials of the portfolio management team; depth of U.S. Small Capitalization Equity team bench.
2. Minimum three-year performance track record for a U.S. Small Capitalization Equity mandate versus applicable public benchmarks and peer comparisons for similar mandates
3. Expertise in top down global economic analysis.
4. Investment and operational due diligence process
5. Expertise and experience of professional staff that will interact with the account in areas such as accounting, operations, performance analytics and risk management

6. Quality and timeliness of performance attribution reporting, monitoring, compliance and other CRPTF reporting requirements
7. High quality client service with demonstrated commitment to understanding and serving client needs.
8. Experience with pension funds or similar institutional clients
9. General understanding of CRPTF investment needs and U.S. Small Capitalization Equity guidelines
10. Evidence that neither key professionals nor the firm have any material or potential material conflicts of interest.

C. Other Specific Criteria:

1. Knowledge of Connecticut laws relating to the investment of the CRPTF's funds.
2. Equal employment opportunity record as evidenced by the composition of the Respondent's personnel and the Respondent's affirmative action and equal employment opportunity policies and practices.
3. Responsible corporate citizenship (Corporate Citizenship disclosure, **Legal and Policy Attachment F**)
4. Incorporation of Environmental, Social and Governance (ESG) issues into the investment selection process
5. Site visit. Video-conferencing is an alternative, if on-site not possible.
6. Manager's identification of any terms of CRPTF's Investment Management Agreement that are not negotiable
7. Overall compliance with State and Federal laws and policies as evidenced in the completion of the **Legal and Policy Attachments** (please see the Treasurer's website for the required forms, Attachments A through M: <https://portal.ct.gov/OTT/Doing-Business/Compliance-Reporting>) and the required submissions.

D. Cost:

1. Competitiveness of fee proposal.
2. The State reserves the right to negotiate the final contract terms, including pricing, with any respondent.
3. Fees and compensation will be an important factor in the evaluation process. The Treasurer, however, is not required to select the lowest-cost respondent.

Section VIII Form and Content of Responses

A. Instructions:

1. **Official Agency Contact.** All communications with the Office of the Treasurer must be directed to the Official Agency Contact. The Official Agency Contact for purposes of this RFP is Paul Osinloye, Principal Investment Officer, who can be reached at PFM.RFP@ct.gov.
2. **Respondent's Representatives.** Respondents must designate an authorized representative and one alternate. Provide the name, title, address, telephone, and e-mail address for each representative.
3. **Communications Notice.** All communications with the agency or any person representing this agency concerning this RFP are strictly prohibited, except as permitted by this RFP. Any violation of this prohibition by respondents or their representatives may result in disqualification or other sanctions, or both.
4. **RFP Timeline (Schedule of Events).** The following timeline, up to and including the Deadline for Submitting Proposals, shall be changed only by an amendment to this RFP. Dates after the Deadline for Submitting Proposals are target dates only.

<i>January 8, 2021</i>	RFP Released
<i>January 22, 2021</i>	Deadline for Questions
<i>January 29, 2021</i>	Deadline for Responses to Questions
<i>February 19, 2021 – 5 PM EST</i>	Deadline for Submitting Proposals
<i>Week of May 10, 2021</i>	Respondent Selection and Commencement of Contract Negotiations
<i>June 30, 2021</i>	Approximate Start of Contract

5. **Inquiry Procedures.** Respondents may submit questions about the RFP to the Official Agency Contact (PFM.RFP@ct.gov) on or before 5 PM EST on January 22, 2021. Questions must be asked via e-mail. **Questions will not be accepted over the telephone.** Anonymous questions will not be answered. The agency reserves the right to provide a combined answer to similar questions and to decline to answer any question. The agency will distribute official answers to the questions, in the form of a written amendment posted on the DAS website at <https://portal.ct.gov/das> and the agency's website at <https://portal.ct.gov/OTT>, not later than January 29, 2021.
6. **Confidential Information.** Respondents are advised that the Office of the Treasurer is a constitutional Office of the State of Connecticut and its records, including responses to this RFP, are public record.

All responses to this RFP shall become the property of the Treasurer and will be kept confidential until such time as a contract is executed or negotiations for the award of such contract have ended. Thereafter, submissions are subject to public inspection and disclosure under the State of Connecticut Freedom of Information Act, Connecticut General Statutes Sections 1-200 et seq., as may be amended from time to time ("FOIA").

If a respondent in good faith believes that any portion of its submission is exempt from public disclosure under FOIA, then, in order to maintain confidentiality, the Respondent (a) should include an explanation containing the precise statutory basis for such exemption from disclosure under FOIA and (b) the material claimed to be exempt should be clearly marked “Confidential.” The Treasurer will use reasonable means to ensure that such confidential information is safeguarded but will not be held liable for any inadvertent or intentional disclosure of such information, materials or data. Submissions marked as “Confidential” in their entirety will not be honored as such and the Treasurer will not deny public disclosure of all or any part of such submissions so marked. Only information marked “Confidential” that is accompanied with a precise statutory basis for such exemption under FOIA shall be safeguarded.

By submitting information with portions marked as “Confidential,” the Respondent (a) represents that it has a good faith reasonable belief that such information is exempt from disclosure under FOIA pursuant to the precise statutory basis for such exemption, and (b) agrees to reimburse the Treasurer for, and to indemnify, defend and hold harmless the Treasurer, its officers, fiduciaries, employees and agents from and against, any and all claims, damages, losses, liabilities, suits, judgments, fines, penalties, costs and expenses including, without limitation, attorneys’ fees, expenses and court costs of any nature whatsoever arising from or relating to the Treasurer’s non-disclosure of any such designated portions of a proposal if disclosure is deemed required by law or court order.

7. **Minimum Submission Requirements.** At a minimum, proposals must (a) be submitted before the deadline, (b) follow the required format, (c) be complete, and (d) include the required Attachments. **Proposals that fail to meet these minimum submission requirements may be disqualified and not reviewed further.**

8. **Contract Compliance Requirements.** The State of Connecticut is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The State is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability, in admission to, access to, or operation of its programs, services, or activities.

The Treasurer is required to consider the following factors in considering the Respondent’s qualifications: (a) success in implementing an affirmative action plan; (b) promise to develop and implement a successful affirmative action plan; (c) submission of bidder employment information indicating that the composition of the Respondent’s workforce is at or near parity in the relevant labor market area; or (d) promise to set aside a portion of the contract for legitimate minority business enterprises.

9. **Meetings with Respondents.** At its discretion, the agency may convene meetings with respondents in order to gain a fuller understanding of the proposals. The meetings may involve interviews, presentations, or site visits. If the agency decides meetings are warranted, the Official Agency Contact will telephone respondents to make an appointment. Any such meetings are tentatively scheduled for March – April 2021.

B. Required Format and Content for Responses: All proposals must follow the required format (below) and address all requirements listed in the prescribed order, using the prescribed

numbering system. *Failure to follow the required format may result in the disqualification of a proposal.*

1. **Cover Letter**

The proposal should contain a cover letter with the following information:

a. Respondent Information

- i. Name of Respondent
- ii. Business Location
- iii. Mailing Address

b. Respondent's Representatives

The Respondent must designate an authorized representative and one alternate who may speak and act on behalf of the Respondent in all dealings with the agency, if necessary. Provide the following information for each individual.

- i. Name and title
- ii. Telephone Number
- iii. Email address

c. A statement that the Respondent has the capability to provide the requested services.

d. A statement that the Respondent meets the minimum qualifications set out in **Section V**. If the Respondent does not meet any of the minimum qualifications, the Respondent must identify which qualification(s) not met and make a detailed case as to why the Treasurer should consider the Respondent's firm and product.

e. A statement that the Respondent has thoroughly reviewed the RFP and acknowledges and accepts all terms and conditions included in the RFP.

f. A statement that the Respondent has read and accepts the agency's Investment Management Agreement and conditions in their entirety and without amendment, or has submitted proposed revisions.

g. A statement that the Respondent has read and accepts the State's contract compliance requirements.

h. Whether your firm is considered a "diverse" investment manager?

The cover letter must be signed by a person authorized to bind the Respondent to all commitments made in its proposal.

2. **Fee Proposal**

a. Provide your fee proposal for managing and reporting on a separate account of U.S. small capitalization equity investments ranging from \$100 million of assets up to \$500 million. The State reserves the right to negotiate fees with the selected respondent.

b. Does your firm provide fee adjustments for any of the following?

- i. Most Favored Nations
- ii. Legacy
- iii. Multiple Mandates

3. **Compliance**

- a. **Legal and Policy Attachments.** Complete all Legal and Policy Attachments in accordance with the directions provided. Failure to complete the Legal and Policy Attachments may result in the Proposal not being reviewed. The Legal and Policy Attachments A through M, may be found on the Treasurer's website: <https://portal.ct.gov/OTT/Doing-Business/Compliance-Reporting>
- b. Please state whether your firm employs a Compliance Officer. If so, what are the duties of the Compliance Officer? Describe your firm's policies and practices for monitoring employee ethics and compliance with law and firm policies. To whom does your Compliance Officer report? If you do not have a Compliance Officer, please describe who has this responsibility and how it is integrated into the individual's other responsibilities. This information should also be indicated on the required organizational chart.

4. **Firm Questionnaire**

The following must be incorporated and included with your response to this RFP. Submit your responses in the same order as the questionnaire, listing the question first (including the letter and number) followed by your answer.

a. **Firm Overview**

- i. Provide your firm's complete name and primary address, include the name, title, address, telephone number and email address of a primary and an alternate contact person who is authorized to act for the firm for this RFP. Briefly list the other geographic locations of your offices and describe the functions performed in each of those offices.
- ii. Provide a brief history of your firm, including any parent organization.

b. **Firm Ownership**

- i. Describe the firm's ownership structure. Detail the percentages owned by employees and its distribution. What percentage does the majority owner hold? Please provide the name, relationship and percentage ownership of:
 - 1) Each parent organization
 - 2) Other affiliated organizations
 - 3) Describe the concentration of the firm's economic ownership by listing the percentage owned by the three largest owners.
 - 4) Describe the concentration of the firm's voting ownership by listing the percentage voting interest owned by the three largest owners.
- ii. Describe any significant ownership changes, restructurings or personnel reorganizations over the past three years. Are any significant organization changes anticipated? If yes, please describe.
- iii. If your firm is part of a larger company, provide the parent company's credit rating.
- iv. Is your firm a separate legal entity? Does it have a separate credit rating?

- v. If your firm is part of a larger company, how are profits remunerated to the asset management group?
- vi. Is your firm considered a minority or emerging investment manager?

c. Organization – Legal, Insurance, Audit and Data Security

- i. Within the last five (5) years, has your organization, or an officer or principal, or any key personnel that would be assigned to this engagement, been involved in any business litigation or other legal or regulatory proceedings? If so, provide an explanation and indicate the current status or disposition.
- ii. List substantive issues raised by independent auditors in your Form ADV, SAS 70 / SSAE 16 and issues published in your annual audited financial statements or Form 10K (if applicable). Provide a copy of the most recent Form ADV, annual report, Form 10-Q (if applicable) and SAS 70 / SSAE 16 and label appropriately.
- iii. Please describe the level of coverage for errors and omissions insurance, professional liability insurance, and cyber insurance. List the insurance carrier(s) supplying the coverage.
- iv. Does the firm carry fiduciary liability insurance? If so, what is the level of coverage?
- v. Describe anti-fraud and security measures that are currently in place to ensure the integrity of the firm's database, transfer and storage of electronic information, and the protection from unauthorized access.
- vi. Who is the firm's auditor? Has the firm changed auditors in the past three years? If so, explain.

C. Clients:

1. Quantify the number of public pension fund clients in total and the number that have over \$1 billion in assets.
2. Please provide the following information for assets under management (AUM) in U.S. dollars and number of clients for each of the past three (3) years ending December 31, 2020:
 - a. Firm-wide
 - b. Total U.S. small capitalization equity assets under management in U.S. dollar amounts
 - c. The total assets under management in U.S. dollar amounts of the proposed strategy
3. Quantify U.S. small capitalization client accounts both gained and lost in U.S. small capitalization mandates over the past three years. Provide both the number of clients and U.S. dollar amounts, identifying the benchmark used for each mandate.
4. Provide the number of clients who have terminated a U.S. small capitalization mandate with your firm in the past three years ending December 31, 2020. Detail reasons for terminations.
5. List any business or product offerings in incubation or recently closed.

E. Personnel – Qualifications, Roles and Compensation:

1. Provide an organizational chart for the firm’s executive management, senior investment officers, and the U.S. small capitalization team. Denote geographic locations. Describe experience, education, training, and certifications; number of years of industry experience; and firm tenure for each employee listed in the organizational chart.
2. Supply information on any programs and initiatives that the firm has in place that supports minority and/or women in the workplace.
3. Identify any emerging, minority, and/or woman-owned brokers or other businesses that are utilized in the management of the proposed product. Describe these relationships and provide an indication of the volume of business conducted through these firms.
4. Quantify the number of equity investment professionals employed by the firm across all strategies. Provide a table listing equity investment professional turnover (hires and departures) for the past three (3) years, specifying roles and responsibilities. Please ensure that this list includes all the decision-making professionals in portfolio management, research and trading.
5. Quantify the total number of employees dedicated to U.S. small capitalization strategies. How many dedicated U.S. small capitalization investment professionals do you have and how are they organized? Provide position descriptions for each of the investment professionals dedicated to U.S. small capitalization strategies. To what extent do you leverage other teams within your organization (if applicable)?
6. Describe the roles of the portfolio managers and analysts and how they interact. Include analyst coverage of sector, regional, country, currency, etc.
7. What other duties do research analysts have? Do they provide input into strategies besides U.S. small capitalization equity? If so, please explain.
8. Please describe how the firm’s compensation structure for key persons related to the strategy aligns their interests with that of the State of Connecticut.
 - a. Is any part of compensation deferred? If so, what proportion is deferred and for how long?
 - b. How do you measure the performance of research analysts? And how is it reflected in their compensation? What is the link between bonus pay and performance?
 - c. If equity ownership is possible, on what basis is it determined and distributed? How is the departure of a shareholder treated?

F. Investment Process/Strategy:

1. Please describe your firm’s philosophy and strategy for managing U.S. small capitalization equity assets.
 - a. What market anomaly or inefficiency are you trying to capture?
 - b. Why do you believe this philosophy will be successful in the future?

- c. Provide any evidence or research that supports this belief.
 - d. How has this philosophy changed over time?
 - e. Under what, if any, circumstances would you deviate from the disciplines associated with this philosophy?
 - f. To what extent do you consider ESG factors in your investment process?
2. Please describe your firm's competitive advantage in managing U.S. small capitalization mandates and why you believe that advantage is sustainable.
 3. What is your preferred benchmark?
 4. How does your firm define small/mid-cap, small-cap and micro-cap in terms of total market capitalization?
 5. Given today's environment, what is your optimal U.S. small capitalization blend allocation?
 6. What are your views on opportunities outside your preferred benchmark? Are they an integral part of your strategy? What has been the trailing 3-year average of out-of-benchmark positions in percentage terms?
 7. What is/are the expected excess return target(s) for your U.S. small capitalization strategies? Quantify the expected alpha contributions by the different sources.
 8. Over what time horizon would you expect your strategy to meet performance objectives? Has your alpha target changed over time? If so, why?
 9. What is the expected tracking error of your U.S. small capitalization product? What has the actual tracking error of each product been over the past five years? Please explain any deviations versus expected tracking error. Has your tracking error changed over time? If so, why?
 10. What is the total asset capacity for the U.S. small capitalization strategy? At what level would you consider closing the product to new clients?
 11. In what market environments does your strategy perform the best/worst?
 12. Please explain your firm's research and decision-making process as it applies to U.S. small capitalization mandates. State the location(s) where such research is carried out and what specific research is conducted at each location.
 13. How are investment strategy views constructed and how are these views translated into portfolios? Do the views translate into a model portfolio? If so, are all portfolio managers required to adhere to the model?
 14. Describe the portfolio construction process for your typical U.S. small capitalization mandate.
 15. Which market factors drive performance? Please describe the inputs and processes you use to determine your strategy. Describe how you anticipate and react to market changes.

16. Please indicate what fundamental/quantitative factors are used to analyze a security and indicate their relative importance in the decision-making process.
17. If applicable: are country and currency decisions made separately? Explain. What is your maximum limit on country and currency exposure in existing mandates?
18. What investment screening tools or models do you use, if any? What factors are the screens based on?
19. How do you manage liquidity and volatility in U.S. small capitalization portfolios? How frequently do you conduct stress-testing and scenario analyses?
20. Describe the decision process used to make sell decisions for securities. When would your firm deviate from its sell disciplines? Identify those who have ultimate decision-making authority.
21. Are there any sectors, regions, or securities that you strategically choose not to invest in? If so, please describe why.
22. Describe the annual portfolio turnover for this mandate over the past three years and the sources of that turnover.
23. How many country and/or company visits do you conduct on an annual basis and with whom do you meet?
24. Rate your firm's reliance on the following sources of research (average rating should approximate 3):*
 - a. Internal
 - b. Broker-Dealer
 - c. Third Party Fundamental Research
 - d. External Economists
 - e. Company Visits
 - f. Other (state)

* 1=very important, 5=unimportant
25. Have there been any changes to the research process within the past 24 months? Please explain.
26. Describe your firm's trading functions. Who would be responsible for trading this portfolio? Include securities trading. (Individuals should be listed on organizational chart and their qualifications highlighted.)
27. Describe your firm's risk management processes and the personnel involved. Include discussion of investment, compliance and operational risks and procedures.
28. For Investment Managers, provide the following General Policy Limits:

	Guidelines (Y/N)	Range	Absolute or Index Relative?
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Cash Position			
Market Capitalization (\$million)			
Position Size			
Sector Exposure			
Beta			

29. Does your firm propose utilizing soft dollars in the management of this account? Can your firm manage this account without the use of soft dollars? Please explain
30. Does your firm trade with any affiliated broker/dealer? If so, describe the relationship and the safeguards in place to maintain fiduciary responsibility for managing funds.
31. What guidelines and practices does your firm employ in managing its counterparty risk?
32. Please provide any additional information on your investment process/strategy that you believe is pertinent to your selection for this mandate.

G. Performance History:

1. Provide monthly U.S. small capitalization composite(s) (or representative account) performance, both gross and net of fees, since inception in an attached Microsoft Excel document as of December 31, 2020.
2. Provide detailed performance attribution for the U.S. small capitalization composite (or representative account) for twelve months ending December 31, 2020 as well as since inception. For the most recent twelve months, quantify the positive and negative results related to decisions about country exposures, currency, hedging, issue selection, etc. where applicable. A chart detailing positive and negative attribution by factors is suggested.
3. Provide quarterly sector, market cap, country, and/or currency allocations (%) for U.S. small capitalization composite (or representative account) for the past twelve (12) quarters ending December 31, 2020. Compare to the weights of the Russell 2000 Index and other relevant indices (as defined in Section II Scope of Services)
4. Investment performance results provided must be Global Investment Performance Standards (“GIPS”) compliant and GIPS compliance must be confirmed on submission.

H. Organization Relationships:

Identify all subcontractors the Respondent plans to hire in the performance of the services outlined in this RFP, and explain how your firm will ensure that those subcontractor(s) comply with all contractual requirements, including those related to confidentiality, double fees and conflicts of interest.

1. Subcontractors—If you intend to use any subcontractors to deliver any of the services, please identify the subcontractors as follows:
 - a. Name of firm
 - b. Address of firm

- c. Primary contact person and key personnel (Name, title and contact information)
- d. Specific services the firm will provide
- e. Ownership of firm
- f. Three (3) references

I. References:

Provide the following information from three (3) current or recent (within the past 12 months) U.S. small capitalization equity clients: company/state name and address, contact name, title, phone number and email address and a brief statement of services rendered.

J. Financial Condition:

If the Respondent is a firm or corporation, include the two most recent annual financial statements prepared by an independent Certified Public Accountant, and reviewed or audited in accordance with Generally Accepted Accounting Principles (USA). If a respondent has been in business for less than two years, such respondent must include any financial statements prepared by a Certified Public Accountant, and reviewed or audited in accordance with Generally Accepted Accounting Principles (USA) for the entire existence of such respondent or corporation. Non-U.S. firms must provide audited financial statements that comply with International Accounting Standards.

K. Consultant Database:

Meketa Investment Group (“Meketa”), the investment consultant who will assist the Office of the Treasurer in evaluating this RFP, utilizes the eVestment universe as part of its evaluation process. Please populate the eVestment universe with your product information as part of this RFP submission. For those investment managers who do not currently report into eVestment please visit this link: <https://www.evestment.com/submit-my-data>. Submitting data to eVestment is free and eVestment will be pleased to answer questions related to how to populate its database. (**Note:** eVestment data input is in addition to the required responses to the questions posed in this RFP.)

Section IX RFP Conditions

1. All proposals submitted in response to this RFP will become the sole property of the Office of the Treasurer.

2. The Treasurer is required, as a part of the procurement process, to certify that the Respondent awarded this contract was not selected as a result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.
3. The successful Respondent will be required to execute certain Legal and Policy Attachments at the time of contract execution. The failure to provide such additional affidavits shall be grounds for disqualification.
4. Any product developed under a contract awarded as a result of the RFP, whether acceptable or unacceptable, will become the sole property of the Office of the Treasurer.
5. Timing and sequence of events resulting from this RFP will ultimately be determined by the Office of the Treasurer.
6. The Respondent agrees that the proposal will remain valid for a period of 180 days after the deadline for submission and may be extended beyond that time by mutual agreement.
7. By submitting its proposal, the Respondent warrants that all information provided in response to this RFP is accurate and complete as of the date of submission. The Respondent has an ongoing obligation during the pendency of this RFP to inform the Office of the Treasurer if any information previously provided is no longer true or complete, and to provide updated information. Failure to do so is grounds for disqualification.
8. The Office of the Treasurer may amend or cancel this RFP at any time, if the agency deems it to be necessary, appropriate or otherwise in the best interests of the State. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a proposal not being considered.
9. Any costs and expenses incurred by the Respondents in preparing or submitting proposals, including travel expenses incurred to attend the Respondents' meetings or interviews are the sole responsibility of the Respondent.
10. No additions or changes to the original proposal will be allowed after submission. While changes are not permitted, clarification of proposals may be required by the Office of the Treasurer at the Respondent's sole cost and expense.
11. The Respondent represents and warrants that the proposal is not made in connection with any other respondent and is in all respects fair and without collusion or fraud. The Respondent further represents and warrants that the Respondent did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of Office of the Treasurer participated directly in the Respondent's proposal preparation.
12. All responses to the RFP must conform to instruction. Failure to comply with any requirements of this RFP may be considered appropriate cause for rejection of the response.
13. The Respondent must accept the Office of the Treasurer's standard contract language and conditions. See Standard Investment Management Agreement, attached hereto as **Exhibit 1**.
14. The Office of the Treasurer reserves the right to award in part or to reject any and all proposals in whole or in part for misrepresentation or if the Respondent is in default of any prior State contract, or if the proposal limits or modifies any of the terms and conditions and/or

specifications of the RFP. The Office of the Treasurer also reserves the right to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the State will be served.

15. The Office of the Treasurer reserves the right to correct inaccurate awards resulting from its clerical errors. This may include, in extreme circumstances, revoking the awarding of a contract already made to a respondent and subsequently awarding the contract to another respondent. Such action on the part of the Office of the Treasurer shall not constitute a breach of contract on the part of the agency since the contract with the initial respondent is deemed to be void *ab initio* and of no effect as if no contract ever existed between the Office of the Treasurer and the Respondent.
16. Prior to its engagement by the Office of the Treasurer, the successful respondent shall furnish the Office of the Treasurer with a current and valid Letter of Good Standing issued by the State of Connecticut Department of Revenue Services, pursuant to Connecticut General Statutes 12-2. The failure of the successful respondent to timely provide a Letter of Good Standing prior to engagement may result in the removal and replacement of the successful respondent.



State of Connecticut
Office of the Treasurer
Legal and Policy Attachments

Directions for Completion of Legal and Policy Attachments

A link to each of the statutes cited and the required attachments are provided on page 20.

A. Attachment A **CHRO CONTRACT COMPLIANCE REGULATIONS NOTIFICATION TO RESPONDENTS and BIDDER CONTRACT COMPLIANCE MONITORING REPORT.**

Please provide requested information and sign where indicated.

AND

Employer Information Report--- Complete an Employment Information Report for the current year and each of the 2 prior reporting periods (**for a total of 3 years of data**).

Vendors and prospective vendors of the Office of the Treasurer are required to download and complete the [Employer Information Report](#) which provides demographic information regarding the workforce of such firms.

The link to the MS Excel Employment Information Report can be found at <https://portal.ct.gov/-/media/OTT/Doing-Business/672017finalEmployerDiversityReportfinal.xls> or on the Office of the Treasurer Website at <https://portal.ct.gov/OTT/Doing-Business/Employment-Information>

The forms in Attachment A are required to fulfill the Treasurer’s obligation to consider certain factors relating to equal opportunity and affirmative action in her review of all respondents’ qualifications, as required under Regulations of the Commission on Human Rights and Opportunities, Conn. Agency Regs. §§46a-68j-21 through 43.

B. Attachment B **NONDISCRIMINATION CERTIFICATION**: Any entity or individual entering into a contract with the state is required to provide documentation that the entity or individual has a policy that complies with the nondiscrimination agreement and warranty under Connecticut General Statutes § 4a-60(a)(1) (which prohibits discrimination based on race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents the performance of the work involved) and § 4a-60a(a)(1) (which prohibits discrimination based on sexual orientation). Conn. Gen. Stat. §4a-60(d) defines “marital status” and “mental disability”. Conn. Gen. Stat. §46a-51 defines “gender identity or expression.” Connecticut recognizes same sex marriages. See Conn. Gen. Stat. §46b-20, which defines “marriage” as the “legal union of two persons.”

An authorized signatory must execute a **NONDISCRIMINATION CERTIFICATION** on behalf of corporate or business entities, evidencing compliance with the above requirements at the time the contract is signed. A sample Certification is included.

We are asking at this time for your firm to provide us with a written statement that if your firm is selected, you will provide the Office of the Treasurer with an executed certification document. A firm that cannot provide the requested written statement will be eliminated from further consideration.

C. Attachment C **EMPLOYMENT PRACTICES INFORMATION**:

The information requested expands on the information provided in Attachment A, by asking for information on the demographics of Respondents’ upper level management, recent promotion statistics, and equal opportunity and affirmative action policy.

D. Attachment D **AFFIDAVIT OF THIRD-PARTY FEES AND DISCLOSURE OF CONSULTING AGREEMENTS**:

Any person or entity wishing to do business with the State Treasurer must disclose in writing any payment or receipt of third-party fees, or agreement to pay or receive third party fees attributable to the contract. This includes direct and indirect payments, including any payments made or to be made to subagents, and Respondent has a duty to inquire with respect to indirect payments. This disclosure requirement is imposed by Conn. Gen. Stat. § 3-13j for all investment services contracts.

In addition, Respondents must report on this affidavit any “consulting agreement” entered into in connection with this contract, pursuant to the requirements of Conn. Gen. Stat. § 4a-81. “Consulting agreement” means “any written or oral agreement to retain the services, for a fee, of a consultant for

the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the state, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the state, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information or (C) any other similar activity related to such contract. Consulting agreement does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the general statutes as of the date such affidavit is submitted.” If the consultant identified is a former Connecticut public official or state employee, report the former agency of such consultant and his/her employment termination date. Such affidavit shall be amended whenever the vendor awarded the contract enters into any new consulting agreement during the term of the contract.

This affidavit must be signed by the chief official of the Respondent. If Respondent has no fees or agreements to report, please insert “none” on the affidavit.

E. Attachment E **TREASURY GIFT AFFIDAVIT:**

State law prohibits state agencies from executing a contract with a person or firm, having a total cost to the state of more than \$500,000 in a calendar or fiscal year, unless the agency receives an affidavit from the person or firm attesting that no gifts as defined in Conn. Gen. Stat. § 1-79 were given by the firm or by any principals or key personnel of the firm. See Conn. Gen. Stat. §4-250 *et seq.* The Treasurer requires **all** selected vendors to complete a Gift Certification when the contract is executed, regardless of the value of the proposed contract. Respondents are required to perform the necessary inquiry to complete this affidavit.

F. Attachment F **CORPORATE CITIZENSHIP:**

All Respondents are asked to demonstrate their commitment to being a good corporate citizen by providing information on their policies on charitable giving and civic activities they sponsor or participate in which improve the communities in which they are located and do business. Attachment F includes a list of questions, and Respondents are encouraged to report any other activities evidencing their commitment to being a good corporate citizen.

G. Attachment G **NOTICE OF CERTAIN LEGAL PROCEEDINGS:**

The purpose of this disclosure is to inform the Treasurer of any legal proceedings or investigations in the recent past or that are ongoing that could have a material effect on Respondent’s ability to perform services for the Treasury or affect its business relationship with this office. Please do not respond by referring the State Treasurer to online filings with public agencies, such as the SEC. It is Respondent’s obligation to provide the information. Respondents having no information to report in response to any of the disclosure requests, may indicate “none” on the Supplemental Information attachment.

H. Attachment H **CAMPAIGN CONTRIBUTION AFFIDAVIT:**

State law prohibits the State Treasurer from entering into a contract for investment services with any firm when a political committee established by the firm, or any “principal of the investment services firm,” as defined in the law, has contributed to or solicited contributions on behalf of an exploratory or candidate committee established by the State Treasurer for her nomination or election to the Office of State Treasurer. See Conn. Gen. Stat. §§1-84(n), 9-612(e). In addition, state law prohibits certain entities and individuals from making contributions to or knowingly soliciting contributions from employees, subcontractors or principals of subcontractors on behalf of candidates for statewide office or the General Assembly. Respondents that do not maintain in the ordinary course of business the

information needed to complete the required attestation, are required to perform the inquiry necessary to complete this affidavit.

I. Attachment I **NOTICE TO STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN:**

Pursuant to Conn. Gen. Stat. § 9-612(f), all state agencies are required to provide a Notice to their Prospective State Contractors, informing them of (1) the ban on campaign contributions to and limits on solicitation of contributions on behalf of candidates for statewide elective office, (2) their duty to inform their principals of the law, and (3) the possible consequences of violation of the law. An authorized signatory of the firm must acknowledge receipt of the State Elections Enforcement Commission's Notice (Attachment I) as indicated.

J. Attachment J **ANTI-TERRORISM; FOREIGN ASSET CONTROL REGULATIONS; FOREIGN CORRUPT PRACTICES ACT:**

The purpose of this attachment is to assist the Treasurer in fulfilling her statutory duty under Conn. Gen. Stat. §3-13d(a) to consider the implications of any investment in relation to the foreign policy and national interests of the United States and to avoid the investment of pension funds in entities that are contributing to the threat of global terrorism.

K. Attachment K **CONFLICTS OF INTEREST:**

Any material conflicts of interest must be disclosed. Respondents with no conflicts to report, please insert "None".

L. Attachment L **IRAN CERTIFICATION:**

Pursuant to Conn. Gen. Stat. §4-252a, any contract valued at more than \$500,000 in a calendar or fiscal year between an entity whose principal place of business is not in the United States (but not including a U.S. subsidiary of a foreign corporation) and a state agency must include this certification. Contracts of the Treasurer as Trustee of the Connecticut Retirement Plans and Trust Funds are exempt from this requirement.

Links to Statutes

Conn. Gen. Stat. § 1-79 http://www.cga.ct.gov/current/pub/chap_010.htm#sec_1-79

Conn. Gen. Stat. § 1-84 http://www.cga.ct.gov/current/pub/chap_010.htm#sec_1-84

Conn. Gen. Stat. § 3-13d http://www.cga.ct.gov/current/pub/chap_032.htm#sec_3-13d

Conn. Gen. Stat. § 3-13j http://www.cga.ct.gov/current/pub/chap_032.htm#sec_3-13j

Conn. Gen. Stat. § 3-13l http://www.cga.ct.gov/current/pub/chap_032.htm#sec_3-13l

Conn. Gen. Stat. § 4-250 et seq. http://www.cga.ct.gov/current/pub/chap_055c.htm

Conn. Gen. Stat. § 4-252a http://www.cga.ct.gov/current/pub/chap_055c.htm#sec_4-252a

Conn. Gen. Stat. § 4a-60 http://www.cga.ct.gov/current/pub/chap_058.htm#sec_4a-60

Conn. Gen. Stat. § 4a-81 http://www.cga.ct.gov/current/pub/chap_058.htm#sec_4a-81

Conn. Gen. Stat. § 9-612 http://www.cga.ct.gov/current/pub/chap_155.htm#sec_9-612

Conn. Gen. Stat. § 46a-51 http://www.cga.ct.gov/current/pub/chap_814c.htm#sec_46a-51

Conn. Gen. Stat. § 46b-20 http://www.cga.ct.gov/current/pub/chap_815e.htm#sec_46b-20

Conn. Agency Regs. §§46a-68j-21 et seq. http://www.ct.gov/chro/lib/chro/Contract_Compliance_Regs.pdf

Link to Attachments

<https://portal.ct.gov/OTT/Doing-Business/Compliance-Reporting>

PLEASE CHECK THE OFFICE OF THE TREASURER WEBSITE FOR LATEST ATTACHMENTS

(The attachments are PDF writeable documents)



*STATE OF CONNECTICUT
OFFICE OF THE TREASURER*

STANDARD INVESTMENT MANAGEMENT AGREEMENT

This Investment Management Agreement (this “Agreement”) is entered into as of the ___ day of _____, 2021 (the “Commencement Date”), between the State of Connecticut acting through its Treasurer (the “Treasurer”), as trustee for each of the State of Connecticut Retirement Plans and Trust Funds (“CRPTF”), pursuant to Sections 3-11a, 3-13a(b), 3-13a(c) and 3-13i of the Connecticut General Statutes, and _____, having its principal place of business at _____ (the “Manager”).

WHEREAS, the Treasurer, as Trustee of each of the CRPTF, has established a plan for the investment of the pension and trust funds under the management of the Office of the Treasurer through the Combined Investment Funds (“CIF”);

WHEREAS, Sections 3-11a, 3-13a(b), and 3-13i of the Connecticut General Statutes authorize the Treasurer to enter into contracts to retain investment professionals in connection with the discharge of his duties as Trustee for each of the CRPTF;

WHEREAS, the Treasurer has selected the Manager based on the Manager’s representations in a competitive selection process and wishes to appoint the Manager as a small capitalization manager for the Domestic Equity Fund, and the Manager wishes to accept this appointment, on the terms and conditions set forth below;

WHEREAS, the Manager hereby reaffirms the reliability and accuracy of the written and oral representations made to the Treasurer in solicitation of this Agreement; and

WHEREAS, the Manager possesses and will employ, in a fiduciary capacity, professional knowledge, experience, and expertise in small capitalization portfolio management, and investment matters generally, to preserve and enhance State Funds’ financial integrity;

NOW, THEREFORE, in consideration of the foregoing recitals that are incorporated herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Term

This Agreement shall commence on the Commencement Date, and shall expire on _____, or unless terminated earlier by either party as set forth in Section 40 hereof.

2. Definitions

- A. “Account” shall mean that portion of investment assets of the State’s fund relating to small capitalization strategy delivered to the Manager for investment, together with all interest, income, accruals and capital growth thereon, all proceeds thereof, and such additional investment assets and funds as may be allocated by the Treasurer to the Manager for management hereunder.
- B. “Advisers Act” shall mean the Investment Advisers Act of 1940, as amended.
- C. “Agreement” shall mean this Investment Management Agreement.
- D. “Assets” shall mean those assets held in the Portfolio.
- E. “C.G.S.” shall mean the Connecticut General Statutes.

- F. “Commencement Date” shall have the meaning set forth in the introductory paragraph hereto.
- G. “Commission” shall mean the Commission on Human Rights and Opportunities.
- H. “CRPTF” shall mean the State of Connecticut Retirement Plans and Trust Funds.
- I. “Election Laws” shall mean Sections 9-612 and 9-613 of the Connecticut General Statutes.
- J. “Educational Opportunities” shall have the meaning set forth in Section 3(w) hereof.
- K. “FDTSC” shall mean federally designated terrorist sponsoring countries, as designated by the U.S. Department of State from time to time.
- L. “IPS” shall mean the Treasurer’s Investment Policy Statement, as may be amended from time to time.
- M. “Manager” shall mean _____.
- N. “Master Custodian” shall mean the entity then acting as State Funds’ custodian pursuant to a master custodian agreement with State.
- O. “Miscellaneous Provisions” shall mean those provisions set forth in Section 45 hereof.
- P. “OFAC” shall mean the U.S. Treasury Department’s Office of Foreign Assets Control.
- Q. “Portfolio” shall mean that portion of investment assets of the State of Connecticut’s small capitalization strategy delivered to the Manager for investment, together with all interest, income, accruals and capital growth thereon, all proceeds thereof, and such additional investment assets and funds as may be allocated by the Treasurer to the Manager for management hereunder.
- R. “Principal” shall have the meaning set forth in Section 22 hereof.
- S. “Proceeding” shall have the meaning set forth in Section 24(a) hereof.
- T. “Prohibited Contributions” shall mean those contributions prohibited by C.G.S. Sections 9-612 and 9-613.
- U. “Quarter” shall mean that three-month period ending on March 31, June 30, September 30 or December 31.
- V. “SEC” shall mean the Securities and Exchange Commission.
- W. “SEEC” shall mean the State of Connecticut State Elections Enforcement Commission.
- X. “State” shall mean the State of Connecticut, acting through its Treasurer.
- Y. “State Funds” shall mean the Domestic Equity Fund.
- Z. “Treasurer” shall mean the Office of the Treasurer and/or the then-current Treasurer of the State of Connecticut.

3. Services to be Provided by Manager

- A. The Treasurer hereby appoints the Manager as a small capitalization manager of State Funds, and the Manager hereby agrees to serve as a small capitalization manager of State Funds, pursuant to the terms and conditions set forth in this Agreement.
- B. The Manager shall provide such investment advisory services consistent with the Treasurer’s current overall investment fund objectives, policies, and procedures, all as communicated to the Manager in writing, including the then-current Investment Policy Statement (the “IPS”), including Parts I through III thereof. A link to the current IPS may be found on **Exhibit A**. The Treasurer may from time to time amend, modify or

change the IPS, objectives, policies, and procedures, and shall so notify the Manager in writing of any such change.

- C. Subject to such limitations as the Treasurer may impose from time to time (and communicated to the Manager in writing) and the terms and conditions set forth in this Agreement, the Manager shall supervise and direct the investments of the Account and, as fiduciary, agent and attorney-in-fact with respect to the Account, when it deems appropriate, without prior consultation with the Treasurer, may buy, sell, exchange, convert and otherwise trade in any securities and other investment instruments, as permitted under the specific investment manager guidelines detailed in **Exhibit B** of this Agreement, which the Treasurer may revise, modify or change from time to time in the best interests of the State, and shall so notify the Manager in writing of any such changes, without the need for formal amendment. When the Manager enters into any contract or other agreement to trade in any securities, including without limitation any derivative contract, Manager shall include the “Required Terms” set forth in Exhibit B-1 in such agreement unless the Treasurer expressly authorizes in writing a waiver or modification of any such term(s) for the trade agreement. Manager’s breach of this covenant shall be considered a material breach of this Agreement.
- D. The Manager hereby acknowledges that it has reviewed and is familiar with the terms of the IPS as is currently in effect. In the event that the Treasurer amends the IPS, the Manager agrees to be bound by such amendments upon receipt of a written notice of such amendments from the Treasurer and to acknowledge such in writing.
- E. The Manager shall execute all trades through its normal channels, and shall attempt to obtain the best net price and the most favorable execution of each purchase and sale transaction on behalf of State Funds. Before executing any trade, the Manager has a duty to ensure that the cash balance in the Account is sufficient to cover the proposed trade. In the event that there are insufficient funds in the Account, the Manager shall not make such trade.
- F. The Manager shall provide the Treasurer with monthly appraisals of the Portfolio, based on the valuation described in Section 4 hereof.
- G. At a minimum, the Manager shall provide the Treasurer (and if need be, auditors, accountants, consultants, and other professional advisers of the Treasurer’s and State Funds’) with the reports identified on **Exhibit C** in accordance with the frequency prescribed thereon.
- H. The Manager shall prepare a full monthly reconciliation between its accounting and performance records and the Master Custodian’s accounting and performance records and provide copies to the Treasurer. The Manager agrees to establish and maintain systems sufficient to enable the Manager to comply with this requirement. The Manager shall reconcile the Master Custodian's statements within five (5) business days after receipt of the Master Custodian’s statements following each month end and shall notify the Treasurer of the reconciliation within the same time period. The Manager agrees to work with the Master Custodian and resolve all discrepancies such that the final statements issued by the Manager and Master Custodian shall be in agreement and fairly presented in all material respects.
- I. If the Manager is a registered investment adviser under the Advisers Act, the Manager shall deliver to the Treasurer a disclosure statement consisting of a copy of its Part II of Form ADV as is currently in effect. Furthermore, throughout the term of this Agreement and following annual updates and amendments, the Manager shall promptly deliver to the Treasurer all of its revised Part II of Form ADV as is then currently in effect. The Manager shall provide a summary of any material changes to Part II of Form ADV since the last annual update. If the Manager is not a registered investment adviser under the Advisers Act, the Manager shall deliver to the Treasurer copies of any of its other regulatory filings that shall provide the same or similar information as Part II of Form

ADV. Throughout the term of this Agreement, the Manager shall promptly deliver to the Treasurer all revisions to such information filed with any regulatory authorities and as is then currently in effect.

- J. The Manager shall use its best efforts to notify the Treasurer of any significant change in ownership or key personnel of the Manager (including key personnel involved in managing the Portfolio) prior to such change. If the Manager is a publicly traded company, then the Manager shall use its best efforts to notify the Treasurer of any change in the executive management or general partners of the Manager immediately upon such change, as soon as it is practicable.
- K. The Manager shall not be responsible for the voting of any proxies on State Funds' behalf, unless otherwise notified in writing by the Treasurer.
- L. Treasurer shall instruct its designated Master Custodian to (a) establish a separate custody account on its books and records in the Manager's name (which shall be known as the "Account" or the "Portfolio") and (b) maintain the Account in a manner that enables the Master Custodian to account for the Account's assets (the "Assets"), and transactions with respect to the Account. The Manager shall not be responsible for establishing or maintaining custodial arrangements for assets of the Account.
- M. Ownership of the Assets shall remain with State. With the exception of commingled accounts held on State's behalf, the Manager shall not, under any circumstances, take possession, custody, title or ownership of any of the Assets. The Manager shall not have the right to have securities in the Account registered in its own name or in the name of its nominee, nor shall the Manager in any manner require or become possessed of any income or proceeds distributable by any reason of selling, holding or controlling of the Assets. Accordingly, unless otherwise provided by the terms of this Agreement, the Manager shall have no responsibility with respect to the collection of income, reclamation of withheld taxes, physical acquisition or the safekeeping of the Assets. All such duties of collection, physical acquisition and/or safekeeping shall be the sole obligation of the Master Custodian.
- N. The Manager shall meet with the Treasurer at such times and places as may reasonably be requested. The Manager shall regularly consult with the Treasurer in order to provide full and complete information regarding the portfolio management strategy and analysis so as to assist the Treasurer in the development of a diversified, skilled and balanced approach to investments on behalf of State Funds. This interface shall include regular telephone communications, regular exchange of written data and analysis, and other interaction as may be requested on behalf of State Funds. The Manager shall consult with and inform the Treasurer as requested in the development of portfolio investment ideas, strategy and execution, as well as ongoing evaluation of strategy and performance in connection with the Account. It is anticipated that the Manager shall attend performance and risk reviews at the Treasurer's offices as may be requested.
- O. The Manager shall have the authority and discretion to establish accounts with one or more duly registered broker/dealers on behalf of the Account, subject to any limitation the Treasurer may impose in writing from time to time. Consistent with its fiduciary duty to safeguard the assets of State Funds, the Manager shall engage in a prudent and diligent broker/dealer selection process. The Manager shall use commercially reasonable efforts to ensure that all orders are placed with only reputable, qualified and financially sound broker/dealers. In meeting its fiduciary standards to State Funds, the Manager shall select broker/dealers that will provide the most favorable combination of net price and execution for the Account taking into account the integrity of the broker/dealer, the ability of the broker/dealer to transact in difficult markets, and the professionalism of the broker/dealer's overall operation. The Manager is authorized to execute securities transactions through an affiliated broker/dealer; provided, however, that (1) this authorization is terminable by the Treasurer at any time by written notice to the Manager

without penalty to State Funds; or (2) to the extent prohibited by the current IPS, as amended from time to time

- P. The Manager shall have the authority and discretion on behalf of the Account to effect agency cross transactions through the Manager as broker, or the Manager's broker affiliates; provided, however, in all cases (i) such brokers shall be required to seek "best execution" in executing or effecting all securities transactions on behalf of the Account, and (ii) the Manager shall otherwise comply with the requirements set forth in Rule 206(3)-2 under the Advisers Act; provided further, that (1) such authority and discretion are terminable by the Treasurer at any time by written notice to the Manager without penalty to State Funds; and (2) such authority and discretion are terminable to the extent prohibited by the current IPS, as amended from time to time. The Treasurer acknowledges that the Manager may have potentially conflicting loyalties and responsibilities regarding the parties to any such transactions.
- Q. The Manager shall have the authority and discretion on behalf of the Account to pay a member of an exchange, broker or dealer an amount of commission for effecting a securities transaction in excess of the amount of commission another member of an exchange, broker or dealer would have charged for effecting that transaction, if the Manager determines in good faith that such amount of commission is reasonable in relation to the value of the brokerage and other services or property received and utilized by the Account; provided, however, that any such arrangements shall be within the parameters of the "safe harbor" established by Section 28(e) of the Securities Exchange Act of 1934, as amended; provided further, that (1) such authority and discretion are terminable by the Treasurer at any time by written notice to the Manager without penalty to State Funds; and (2) such authority and discretion are terminable to the extent prohibited by the current IPS, as amended from time to time. The Manager shall disclose its policy and procedures for managing any use of "soft dollars."
- R. The Manager shall obtain the Treasurer's consent prior to completing any principal transaction pursuant to Section 206(3) of the Advisers Act, which consent shall be in writing.
- S. The Manager covenants that it shall not engage any sub-adviser in connection with the investment activities of the Accounts without the prior written consent of the Treasurer, which may be withheld in its sole discretion.
- T. The Manager covenants that, in managing the Account, it shall maintain a system of adequate risk management controls, including but not limited to a risk-based compliance monitoring program designed to ensure (i) derivative transactions are used for approved purposes (i.e., for hedging or efficient portfolio management rather than speculative purposes or to establish shorts) and with approved counterparties and (ii) overall compliance with Account restrictions. The Manager further covenants to undertake an annual risk assessment review of the Account to ensure that the Account is invested as represented by the Manager to the Trustee herein (including compliance with the applicable Guidelines set forth in **Exhibit B**). The Manager further agrees to provide the Treasurer with detailed and accurate reports setting forth the findings of any such annual risk assessment reviews to the Treasurer upon request.
- U. From time to time during the term of this Agreement, the Manager may provide or cause others to provide to the Treasurer, and the Treasurer may, in its sole discretion, fully participate and/or accept, certain educational opportunities and/or materials prepared by or obtained by the Manager for use by or distribution to its clients, such as, but not limited to, seminars, conferences, symposiums, lectures, classes, informal or formal meetings, computer software, computer hardware (such as "thumb" or "usb" drives), publications, periodicals and the like ("Educational Opportunities"), provided that such Educational Opportunities generally relate to those areas of the Manager's asset management- or investment-related expertise and its performance of services hereunder.

For the purposes of this section, “Educational Opportunities” shall include, but not be limited to, reasonable travel, lodging and meal expenses associated with participation in such Educational Opportunities. The Manager hereby expressly acknowledges that the value of any Educational Opportunities is part of the valuable consideration exchanged herein.

4. Valuation of Securities and Portfolio

Securities shall be valued by the Manager and reconciled with the Master Custodian. For fee purposes, Total Adjusted Value shall be defined as shown in **Exhibit D**.

5. Compensation of Manager

- A. The Treasurer shall pay the Manager a quarterly fee (in arrears) computed in conformance with the Fee Schedule attached hereto as **Exhibit D**.
- B. Fees payable on the amount of any contributions to, or on any withdrawals from, the Account during the Quarter shall be prorated based upon the number of days in the Quarter during which such contribution or withdrawal amount was part of the Account.
- C. For the Quarter in which this Agreement commences or terminates, the fee shall be prorated based upon the number of days in that Quarter during which this Agreement is in effect. The fee shall be calculated as follows: the regular quarterly fee shall be multiplied by a fraction, the numerator of which is the number of days in the Quarter during which this Agreement is in effect and the denominator of which is the total number of days in the Quarter.
- D. The Manager shall submit an invoice for payment of its fee no later than 15 calendar days following the last business day of the Quarter for which the fee is due. The Treasurer then shall verify all calculations, compare the Manager's invoice with the Master Custodian's statement of the fair market value of the assets in the Account, make any appropriate adjustments to the invoice, and process the invoice for payment. In no event shall the Manager's fee for any Quarter be due or payable sooner than 30 calendar days following the end of the Quarter for which it is rendered.
- E. The Treasurer shall review any request for changes in fees proposed by the Manager. If the Treasurer approves a change in fees, such change shall be implemented by amending **Exhibit D** to this Agreement as provided in Section 43 hereof; provided however, that a reduction in fees may be implemented by written notice of the change from the Manager and written acceptance of the change from the Treasurer, without the need for formal amendment.
- F. The Manager shall submit to the Treasurer invoices only covering work already performed; no compensation shall be paid to, or requested by, the Manager in advance of services rendered. Invoices shall be mailed to:

Office of the Treasurer
State of Connecticut
165 Capitol Ave.
Hartford, Connecticut 06106

Attention: Pension Funds Management Division

The Treasurer may change the above address for invoices under this section upon prior written notification to the Manager.

6. Representations and Warranties of Manager

- A. The Manager represents and warrants that it is fully experienced and properly qualified to perform the services provided for herein, and that it is properly licensed, equipped,

organized and financed to perform such services. The Manager represents and warrants that it shall act as an independent adviser in performing this Agreement, and shall maintain complete control over its employees and any subcontractors hired by it to perform services hereunder. The Manager shall perform all services in accordance with its methods, subject to compliance with this Agreement and all applicable laws and regulations.

- B. The Manager represents and warrants that neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated herein will violate any agreement or contractual commitment to which the Manager is a party or by which it is bound, any law, regulation, order, or any provision of the Manager's charter documents. The Manager further represents and warrants that it is not a party to any existing agreement that would prevent the Manager from entering into and performing this Agreement. For the term of this Agreement, the Manager agrees not to enter into any other agreement that is in conflict with the Manager's obligations under this Agreement.
- C. The Manager represents and warrants that it is duly organized, validly existing, and in good standing under the laws of the state of its organization and has full corporate power and authority to carry on its business as it has been and is currently being conducted.
- D. The Manager represents and warrants that it has full power and authority to enter into and perform fully the terms of this Agreement and that the execution of this Agreement on behalf of the Manager is duly authorized and, upon execution and delivery, this Agreement shall be binding upon the Manager in accordance with its terms.
- E. The Manager represents and warrants that it has completed, obtained and performed all applicable registrations, filings, approvals, licenses, authorizations, consents and/or examinations required by any government or governmental authority for entry into this Agreement and performance of the services contemplated herein, and the Manager further represents and warrants that it shall maintain all such proper and required registrations, filings, approvals, licenses, authorizations, consents and/or examinations for the term of this Agreement.
- F. The Manager represents and warrants (i) that it is a registered investment adviser under the Advisers Act, a domestic bank or an insurance company, or (ii) that it is exempt from the definition of an "investment adviser" as defined by C.G.S. Section 36b-3 because its only clients in the State are institutional buyers, or during the course of the preceding 12 months it has had no more than five (5) non-institutional clients within the State, and it does not hold itself out generally to the public in the State as an investment adviser. The Manager acknowledges that as investment manager it is a fiduciary with respect to the Account.
- G. The Manager represents and warrants that it has delivered to the Treasurer or her representative at least five (5) days prior to the execution of this Agreement a disclosure statement, consisting of a complete and legible copy of Part 2 of Form ADV pursuant to Section 203(c) of the Advisers Act and as currently in effect, unless the Manager is exempt from such requirement, in which case the Manager shall have provided to the Treasurer a letter from the Manager's counsel explaining the basis for such exemption.
- H. In the event the Manager is not a registered investment adviser under the Advisers Act, the Manager represents and warrants that it has delivered to the Treasurer copies of other regulatory filings providing the same or similar information as Part 2 of Form ADV. If the Manager is not a registered investment adviser under the Advisers Act, the Manager further represents and warrants that it (a) is in compliance with and (b) shall comply with the antifraud provisions set forth in Sections 204A and 206 of the Advisers Act and any other applicable anti-fraud provision at all times during performance of this Agreement.
- I. If at anytime during the term of this Agreement the Manager is not a registered investment adviser under the Advisers Act, the Manager represents and warrants that it

- (a) shall immediately inform the Treasurer or her designated representative of such fact in writing and (b) shall comply with the antifraud provisions set forth in Sections 204A and 206 of the Advisers Act and any other anti-fraud provision at all times during performance of this Agreement.
- J. The Manager represents and warrants that, throughout the term of this Agreement, (a) the Manager shall make any and all filings and pay any and all fees required by the State of Connecticut Department of Banking pursuant to the Connecticut Securities Law and Business Opportunity Investment Act, Title 36b of the Connecticut General Statutes, and (b) any and all investment adviser representatives employed by or associated with the Manager who has a place of business in Connecticut and who at any time during the term of this Agreement is providing or has provided services to State Funds pursuant hereto, shall be duly registered and in good standing with the State of Connecticut Department of Banking in accordance with, and as may be required by, the Connecticut Securities Law and Business Opportunity Investment Act, Title 36b of the Connecticut General Statutes.
- K. The Manager represents and warrants that the fee arrangement contained within **Exhibit D** is the lowest fee arrangement offered to any of its clients for services that are similar to the services provided under this Agreement. For so long as this Agreement remains effective, in the event that the Manager reduces or agrees to fees which are more favorable than the fees stated in the then-current **Exhibit D** for any of its clients, the Manager agrees, represents and warrants that it shall immediately offer in writing the same fee arrangement to the Treasurer, and shall agree to amend **Exhibit D** to this Agreement to reflect such more favorable fee schedule as of the date such fee arrangement was offered to the Manager's other client(s). If the Manager fails to immediately offer the more favorable fee arrangement to the Treasurer, the Manager shall immediately provide a refund retroactive to when such more favorable schedule was initiated for another client.
- L. The Manager represents that it shall not seek to obtain any material non-public information about any issuer of securities, nor shall it purchase or sell, or recommend for purchase or sale, for the Account the securities of any issuer on the basis of any such material, non-public information as may come into its possession.
- M. The Manager represents and warrants that, to the extent practical, it shall allocate investment opportunities to the Account over a period of time on a fair and equitable basis relative to other clients, and if the Manager buys or sells for its own account, it shall not front run any investment opportunities.
- N. The Manager represents and warrants that the Manager (including its key professionals) has no undisclosed material or potential conflict of interest with the Treasurer as of the date of this Agreement. Any previously undisclosed material or potential conflicts of interest are disclosed on **Attachment K – Conflicts of Interest from the Compliance Reporting link on the website of the Office of the Connecticut State Treasurer (“Compliance Reporting link”)**. The Manager represents and warrants that the disclosure on **Attachment K** is true, accurate and complete as of the date of this Agreement. The Manager represents and warrants that it shall, no less than annually and for the term of this Agreement, report to the Treasurer any changes to the disclosure provided on **Attachment K**.
- O. The Manager represents and warrants that it maintains and enforces a code of ethics which prohibits the misuse of material, non-public information by the Manager and any person associated with the Manager and ensures that personal securities transactions by the Manager's employees and authorized representatives are conducted in a manner that (i) does not adversely affect State Funds and (ii) is consistent with the fiduciary duty owed by the Manager to State Funds.
- P. The Manager represents and warrants that it has adopted and implemented written policies and procedures reasonably designed to prevent violations of the Advisers Act

and the rules and regulations promulgated thereunder, including but not limited policies and procedures with respect to the monitoring and oversight of the activities and compliance programs of both affiliated and third-party service providers. The Manager further represents and warrants that it conducts a review of the adequacy of such policies and procedures and the effectiveness of their implementation (i) annually and (ii) immediately following any significant compliance event, change in business arrangement, or regulatory development.

- Q. The Manager represents and warrants that any personnel and/or agents of the Manager responsible for discharging the Manager's duties and obligations hereunder are and shall be individuals experienced in the performance of such functions. The Manager further represents and warrants that none of such individuals has been convicted of any felony, found liable in a civil or administrative proceeding, pleaded no contest, or agreed to any consent decree with respect to any matter involving a breach of trust, breach of fiduciary duty, fraud, violations of any federal or state securities law or FINRA, or bankruptcy law violations. The Manager agrees to immediately notify the Treasurer if this representation and warranty is no longer true and accurate.
- R. The Manager represents and warrants that it has obtained any and all requisite bonds or surety agreements as may be required by law and has furnished a copy of such to the Treasurer.
- S. The Manager represents and warrants that neither any representation and warranty contained herein nor any written statements, certificates or documents delivered or to be delivered to the Treasurer or the Treasurer's designated representative(s) by or on behalf of the Manager contains or will contain any misstatements of material fact, or omits or will omit to state a material fact necessary to make the statements contained herein or therein not misleading.
- T. The Manager shall promptly notify the Treasurer in writing in the event any of the foregoing acknowledgements, representations, warranties or agreements herein shall no longer be true.

7. Insurance

- A. Minimum Coverage Requirements. The Manager shall at its sole cost and expense, during the term of this Agreement, procure and maintain in full force and effect the types and minimum limits of insurance coverage specified in this Section 7 against claims for injuries to persons, damages to property, or other financial loss that may arise from or in connection with the performance of the work hereunder by the Manager, its agents, representatives, employees or subcontractors. In no event shall the Manager perform work under this Agreement until the required evidence of insurance has been furnished to the Treasurer. All insurance shall be procured from reputable insurers (rated A-, class X or better by A.M. Best & Company) that are approved/admitted to do business in the State or otherwise acceptable to the Treasurer. All insurance required herein, except Professional Liability (7.D) and Commercial Crime (7.E.), shall be written on an "occurrence" basis and not a "claims-made" basis.
- B. Commercial General Liability Insurance: The Manager shall obtain and maintain occurrence-based commercial general liability insurance or similar coverage with a limit of not less than \$1,000,000 for each occurrence for bodily injury, personal injury and property damage. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two times the occurrence limit.
- C. Cybersecurity Insurance. The Manager shall obtain and maintain cyber liability insurance with a limit of not less than [\$1,000,000 for each claim and \$2,000,000 in the aggregate.]
- D. Workers Compensation (WC) and Employers Liability (EL): The Manager is required to insure Statutory WC benefits and \$1,000,000 EL limits.

E. Professional / Errors and Omissions Insurance Coverage. The Manager shall obtain and maintain an Investment Manager Professional Liability Insurance policy or similar policy covering liability for any and all acts, errors or omissions of the Manager, its agents, employees and subcontractors arising from the services that the Manager provides pursuant to this Agreement in a sufficient amount based on its total annual revenues, as set forth below, and as may be reasonably modified by the Treasurer:

Manager Total Revenues (\$)	Professional Limit (\$)
<3M	2.0M
3-5M	3.0M
5-10M	5.0M
>10M	10.0M

- (i) **Professional Liability Deductible:** Unless otherwise approved by the Treasurer in his sole discretion, the maximum deductible, if applicable, on such professional /errors and omissions policy shall be no greater than \$200,000 if the Manager has less than \$1 billion in total firm assets under management, and shall be no greater than \$1 million if the Manager has \$1 billion or more in total firm assets under management. The Manager agrees that the Manager's applicable self-insured retention shall not exceed an amount that the Manager reasonably believes it can absorb without causing undue financial hardship to the Manager and its ability to perform services hereunder.
- (ii) **Professional Policy Provisions:** The policy is to have the following coverage provisions:
 - (a) **Misconduct Exclusions:** The policy shall not exclude coverage for liability relating to illegality, intentional misconduct, or profit or remuneration to which the insured is not entitled, unless and until such excluded misconduct is proved through final adjudication.
 - (b) **Covered Persons:** The Manager's insurance policy must insure the Manager and its representatives who will be engaged in the service provided under this Agreement;
 - (c) **Covered Services:** The description of "Professional Services" shall include the services performed under this Agreement.
 - (d) **Extended Reporting Periods:** Coverage for occurrences happening during the performance of the services provided hereunder shall be maintained in full force and effect under the policy and "coverage tail" coverage for a period of at least two (2) years following termination of the services.
 - (e) **The Policy's supplemental Extended Reporting Period ("ERP" aka "tail coverage")** shall allow for claims to be reported after the policy is terminated for covered incidents that occurred while the Manager was insured. Should the Manager cease operations which would result in the termination of this claims-made policy, or the Manager's insurance is cancelled or not renewed by the insurer or insured prior to the expiration date of this Agreement, the Manager is required to acquire a replacement policy with equivalent coverage or activate the supplemental "ERP" or "tail coverage" by purchasing the extended coverage prior to the policy's termination.
 - (f) **Retroactive Date:** Any applicable claims-made retroactive date must be no later than the inception of the service relationship with the Treasurer.

F. Commercial Crime Insurance. The Manager shall, during the term of this Agreement, obtain and maintain a commercial crime insurance policy naming the State Funds as loss payee or obligee in the amount of at least the following, based on the total annual revenues of the Manager:

Revenues (\$)	Crime Limits (\$)
<10M	\$1.0M
10-25M	\$3.0M
>25M	\$5.0M

- (i) Commercial Crime Coverage Terms: The policy is to have the following policy provisions:
- (a) The Commercial Crime policy is to cover the Manager, its principals, officers, directors, employees and affiliates. Partner Coverage should be included if partners are providing service to the Treasurer.
 - (b) Deductible: Unless otherwise approved in advance by the Treasurer, the maximum deductible on the Commercial Crime policy shall be no greater than \$200,000 if the Manager has less than \$1 billion in total firm assets under management, and shall be no greater than \$1 million if the Manager has \$1 billion or more in total firm assets under management.
 - (c) If the Manager's limits are subject to an annual policy aggregate, it shall be at least two (2) times the required per occurrence limit listed above.
 - (d) Employee Dishonesty Coverage Extension: Coverage is to be provided for Agents as Insureds (if subcontractors are used to fulfill the Services in this Agreement);
 - (e) Registered Representatives Extension: If a non-employee is used to fulfill the Registered Investment Advisor requirement, the "employee" definition is to be extended to include such registered representative accordingly;

G. Certification. The Manager shall certify to the Treasurer in writing upon execution of this Agreement and, thereafter at least annually, the nature, amount of and carrier of insurance insuring the Manager against the risks specified, and the indemnification obligations and liabilities of the Manager contained in this Agreement. Prior to the execution of this Agreement and as requested by the Treasurer, the Manager shall furnish the Treasurer in writing with proof of its insurance coverage as well as its Commercial Crime policy. In doing so, the Manager shall furnish the Treasurer with true and correct copies of (a) the original insurance policies or (b) with regards to the Insurances required under Clauses B. & C, a Certificate of Insurance that shall clearly evidence insurance required in this Agreement. All insurance required in this Agreement shall provide that such insurance may not be canceled, except on 30 days' prior written notice to the Treasurer. Notices of cancellation, termination and alteration of such insurance or bond shall be delivered to the Treasurer immediately upon receipt by the Manager.

H. Cancellations, Modifications, Failures to Maintain, Etc. The Manager shall not cancel or modify such coverage, except upon thirty (30) days' prior written notice to the Treasurer. Notices of cancellation, termination and material alteration of such insurance or bond shall be delivered to the Treasurer via certified mail immediately upon receipt by the Manager. If at any time during the term of this Agreement the Manager fails to obtain or maintain the required insurance, the Treasurer shall have the right to treat such failure as a breach of contract and to exercise all appropriate rights and remedies. Each of the insurance policies shall provide for at least 30 days'

prior written notice to be given to the Treasurer in the event coverage is materially changed, canceled or non-renewed. Failure by the Manager to procure or maintain the insurance described in this Section 7 shall constitute a material breach upon which the Treasurer may immediately terminate this Agreement for default.

- I. Claims. The Manager shall notify the Treasurer in writing of any claims made to, and any payment received on a claim from any of its insurance carriers pertaining to State Funds, the Account or the Treasurer. The Treasurer reserves the right to receive the benefit of any insurance coverage obtained by the Manager in amounts higher than the minimums set forth herein.

The Manager shall also be obligated to notify the Treasurer of any claim which may erode the aggregate limit of either the Manager's Professional Liability insurance or its Commercial Crime insurance.

- J. Effect. The insurance requirements set forth herein are not intended and shall not be construed to modify, limit or reduce the indemnification obligations made in this Agreement by the Manager to the Treasurer or to limit the Manager's liability under this Agreement to the limits of the policies of insurance required to be maintained by the Manager hereunder. No warranty is made by the State that the coverage or limits set forth herein are adequate to cover and protect the interests of the Manager for the Manager's operations.

8. Changes in Services

When changes in services are required or requested by the Treasurer, the Manager shall promptly estimate the monetary effect of such services and so notify the Treasurer. Subject to the terms and conditions of Section 43, the Manager shall not implement any change in service unless the Treasurer has approved such change (including any associated changes in fees and costs) in writing. Unless otherwise agreed to in writing, the provisions of this Agreement shall apply to all changes in services.

9. Labor and Personnel

At all times, the Manager shall utilize qualified personnel necessary to perform the services under this Agreement. The Manager shall, if requested to do so by the Treasurer, reassign or remove from the Account, within a reasonable period of time, any employee or authorized representative whom the Treasurer determines is incompetent, dishonest, uncooperative or unable to effectively execute the responsibilities required by this Agreement. The Manager shall provide notice to the Treasurer when it has reasonable belief that an employee or authorized representative may be incompetent, dishonest, uncooperative or unable to effectively execute the responsibilities required by this Agreement.

10. Changes in Status

To the extent permitted by law, in the event of any actual or proposed material change in the Manager's status, including without limitation: change in or departure of directors, officers, partners, employees or affiliates who exercise investment discretion over the Account; material modifications to the Manager's corporate or partnership structure; change in actual control or management of the Manager; material change in the Manager's SEC or IMRO (as applicable), or other governmental or private registrations, accreditation or licensing; material deterioration in the Manager's financial condition, including but not limited to the filing of a petition in bankruptcy, the Manager shall immediately notify the Treasurer in writing.

11. Quality Surveillance

All services performed by the Manager shall be subject to the inspection and approval of the Treasurer at all times, and the Manager shall furnish all information concerning such services, and shall grant the Treasurer's duly authorized representatives free access as may be reasonably requested by the Treasurer, the Treasurer's staff or the Treasurer's designated representative(s) to

the Manager's facilities where the services under this Agreement are performed. The Manager shall maintain its books and records in accordance with the Advisers Act and full and complete books and records of all transactions on behalf of State Funds effected pursuant to this Agreement. The Manager shall allow such representatives free access to any of the Manager's books and records only relating to the services provided hereunder. At the Treasurer's request, the Manager shall provide the Treasurer with hard copies or computer transmittal (or such other method as the Treasurer may specify) of any data or information in the possession of the Manager that pertains to the Treasurer's business under this Agreement. The Manager shall incorporate this section verbatim into any agreement it enters into with any vendor providing services under this Agreement. Failure to honor the Treasurer's request for access to the Manager's facilities and books and records shall constitute a breach of contract and the Treasurer shall be entitled to immediately exercise all appropriate rights and remedies, including termination of this Agreement.

12. Nondisclosure

Subject to the provisions of Section 13 hereof, the Manager shall not release any information concerning the services provided pursuant to this Agreement or any part thereof to any member of the public, the press, non-wholly owned business entity or any official body unless required by the Manager to perform its obligations hereunder, or by law (state and federal), or court order or with prior written consent from the Treasurer.

13. Confidentiality

All data provided to the Manager by the Treasurer, the Treasurer's staff or the Treasurer's designated representative(s) or developed internally by the Manager with regard to State Funds shall be treated as strictly confidential and proprietary to State Funds unless the Treasurer agrees in writing to the contrary in advance. The Manager agrees to forever hold in confidence all information about State Funds, the Treasurer, the Account and any such files, records, documents or other information ("State Information"), whether prepared by the State, the Treasurer or others, which may come into the Manager's possession during the term of this Agreement, except where a disclosure of such information by the Manager is required (whether in the ordinary course of business or otherwise) by regulatory or governmental authorities to ensure compliance with applicable laws, rules or regulations, and such disclosure shall be limited to that actually so required. When such disclosure is required, the Manager shall provide advance written notice to the Treasurer of the need for disclosure. The Manager shall inform all of its agents of the confidentiality provision contained in this Agreement and applicable to the Account. To fulfill the obligations of this Section, the Manager shall maintain a privacy policy, which shall contain procedures to safeguard all of the data with respect to State Funds irrespective of whether provided by the Treasurer to the Manager or self-generated by the Manager.

The Manager shall immediately report to the Treasurer any use or disclosure of State Information not provided for by this contract, including the extent of the unauthorized release or use, the recipient(s) of the data, and the data released or used. The Manager shall mitigate to the extent practicable, any harmful effect that is known to the Manager, arising from a use or disclosure of State Information, and shall report to the Treasurer the steps taken to mitigate the harm.

The Manager further agrees to comply with the Treasurer's Security Addendum, attached as **Exhibit H**.

14. Promotion

No publicity release or announcement concerning this Agreement shall be issued without the advance written approval of the Treasurer. Unless specifically authorized in advance in writing by the Treasurer on a case-by-case basis, the Manager shall have no right to use, and shall not use, the name of the State, its officials or employees, or the seal of the State or the Treasurer:

A. In any advertising, publicity, or promotion;

- B. As an express or implied endorsement of the Manager's products or services; or
- C. In any other manner (whether or not similar to uses prohibited by subsections (a) and (b) above), except to perform and deliver in accordance with this Agreement such services as are hereby contracted by the State.

In no event may the Manager use the State Seal or the seal of the Office of the Treasurer in any way without the express written consent of the Secretary of the State of the State of Connecticut or the Treasurer, respectively.

15. **Non-Discrimination Obligations**

- A. The following subsections are set forth here as required by Section 4a-60, as amended by State of the Connecticut General Statutes; references in this Section 15 to “contractor” shall mean the Respondent/Manager; and references to “commission” shall mean the Connecticut Commission on Human Rights and Opportunities:

(1) The contractor agrees and warrants that in the performance of the Agreement such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) The contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e, 46a-68f and 46a-86; and (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and C.G.S. Section 46a-56.

- B. If this Agreement is a public works contract, municipal public works contract or contract for a quasi-public agency project, the contractor agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency project.
- C. “Minority business enterprise” means any small contractor or supplier of materials fifty-one per cent (51%) or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of C.G.S. Section 32-9n; and “good faith” means that degree of diligence which a reasonable person would

exercise in the performance of legal duties and obligations. “Good faith efforts” shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

- D. Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor’s employment and subcontracting policies, patterns, and practices; affirmative advertising, recruitment, and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- E. The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.
- F. The contractor shall include the provisions of **subsection A** above in every subcontract or purchase order entered into in order to fulfill any obligation of this Agreement with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- G. The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes:
 - (1) the contractor agrees and warrants that in the performance of this Agreement such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State, and that employees are treated when employed without regard to their sexual orientation;
 - (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractors commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
 - (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and
 - (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.
- H. The contractor shall include the provisions of **subsection G** above in every subcontract or purchase order entered into in order to fulfill any obligation of this Agreement with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided that, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the State of

Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

For the purposes of this entire Non-Discrimination section, "Agreement" includes any extension or modification of the Agreement, "contractor" includes any successors or assigns of the contractor, "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "Agreement" does not include a contract where each contractor is (1) a political subdivision of the State, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

- I. In accordance with the foregoing acknowledgements and agreements, and as required by Public Act 09-158, Manager has completed **Attachment B** which is the Manager's nondiscrimination certificate. Contractor shall update such certificate not later than 30 days after the effective date of any change in the information provided in such certification, and shall certify annually that the most recent certification on file is current and accurate.

16. Fiduciary Duties

The Manager's execution of this Agreement shall constitute the Manager's written acknowledgment of its status as a fiduciary of State Funds under applicable law with respect to its management of the Account. The Manager shall discharge all of its duties and exercise all of its powers hereunder (i) solely in the interest of State Funds, (ii) with the care, skill and prudence, and diligence under the circumstances prevailing that prudent person who is familiar with such matters would use in discharging such duties and exercising such powers, and (iii) otherwise in accordance with the legal standards of responsibility applicable to State Funds.

17. Indemnification

The Manager shall indemnify and forever hold harmless the Treasurer, the officers and employees of the Office of the Treasurer, and any of the Treasurer's agents, from and against any and all losses, claims, demands, damages, actions, monetary loss or attorneys' fees, expenses and court costs, liabilities of whatsoever kind or nature, including but not limited to those arising out of injury to or death of the Manager's employees, whether occurring before, during or after completion of the services hereunder, and in any manner directly or indirectly based on, arising out of, or contributed to, in whole or in part, the negligent, reckless, willfully improper or illegal performance of services or the failure to perform services hereunder, or for any negligent errors of judgment in managing the Account or actions performed outside the scope of the Manager's authority hereunder, or any other breach of this Agreement or any Exhibit thereto, by the Manager, its principals, directors, officers, employees, agents or subcontractors, or any brokers or futures commission merchants selected by the Manager and performing services for or on behalf of State Funds but only in the event Manager did not select the broker in accordance with its fiduciary duties, regardless of any independent contractor arrangement State Funds may have with such broker or futures commission merchant. At State Funds' option, and in its sole discretion as determined by the Treasurer, the Manager shall defend at its expense any actions brought against the Treasurer, the State or State Funds arising out of or in connection with any services performed hereunder or the failure to perform such services, or other breach of this Agreement, by the Manager, and the costs of such defense shall be borne by the Manager and shall not constitute any expense of nor shall be paid out of State Funds' assets invested and managed by the Manager.

18. Liability

Nothing set forth in this Agreement shall in any way constitute a waiver or limitation of any rights that State Funds may have under any applicable state or federal securities laws and nothing contained in this Agreement shall be construed as relieving the Manager from responsibility or liability for any responsibility, obligation, or duty hereunder imposed on the Manager by state or federal law. The termination or expiration of this Agreement shall not relieve the Manager of any liability that may be incurred in connection with its investment activities, which liability shall survive termination or expiration of this Agreement.

19. Notices

Unless otherwise expressly provided to the contrary, all notices, requests, demands or other communications required by or otherwise with respect to this Agreement shall be in writing and shall be deemed given (i) when made, if made by hand delivery, and upon confirmation of receipt, if made by facsimile, (ii) one business day after being deposited with a next-day courier, postage prepaid, or (iii) three business days after being sent certified or registered mail, return receipt requested, postage prepaid, in each case to the applicable addresses set forth below (or to such other address as such party may designate in writing from time to time).

TREASURER: Chief Investment Officer
 Office of the Treasurer
 165 Capitol Avenue
 Hartford, CT 06106
 Phone: (860) 702-3195
 Facsimile: (860) 702-3042

With a copy to: General Counsel
 Office of the Treasurer
 165 Capitol Avenue
 Hartford, CT 06106
 Phone: (860) 702-3000
 Facsimile: (860) 728-1290

MANAGER: [Insert Name/Address]

With a copy to:

The parties may change their respective addresses for notices under this Section upon prior written notification to the other.

20. Corporate Citizenship

The Manager agrees and acknowledges that the Treasurer expects all of its vendors to be good corporate citizens. Good corporate citizenship includes, without limitation, embracing workforce diversity within the company and with respect to procurement of goods and services, supporting the communities where the company does business with respect to charitable and civic organizations, community works and procurement practices, and incorporating good corporate governance in the company's operation. During the term of this Agreement, the Manager agrees to furnish the Treasurer with detailed and accurate reports of its good corporate citizenship activities upon request.

21. Third-Party Fee Disclosures

- A. The Manager acknowledges and agrees that:
- i. Pursuant to Section 206 of the Advisers Act, investment advisers registered under the Advisers Act are prohibited from paying referral fees to finders or solicitors unless such investment adviser complies with the requirements of Rule 206(4)-3 of the Advisers Act, which among other provisions, requires that fees be paid pursuant to a written agreement;
 - ii. Pursuant to C.G.S. Section 3-13j, any person or entity who would be a party to a contract for investment services with the Office of the Treasurer shall disclose to the Treasurer, in writing, all third-party fees attributable to such contract before any such contract may take effect;
 - iii. The Treasurer requires disclosure of all third-party compensation paid by all vendors of the Office of the Treasurer on an annual basis; and
 - iv. C.G.S. Section 4a-81 prohibits the Office of the Treasurer from entering into any contract for goods or services with an annual value of \$50,000 or more unless it obtains an affidavit from the vendor attesting as to whether such vendor has entered into any written or oral consulting agreements in connection with its contract with the Office of the Treasurer.
- B. In accordance with the foregoing acknowledgement and agreements, the Manager agrees to have its chief official authorized to enter into this Agreement complete and submit to the Treasurer a sworn affidavit in the form of **Attachment D** (the “Third Party Fee Disclosure Affidavit”) on the Compliance Reporting link.
- C. The Manager represents that the information it has disclosed on the Third Party Fee Disclosure Affidavit is accurate and complete as of the date of this Agreement. The Manager covenants to promptly report any changes to the disclosure provided on the Third Party Fee Disclosure Affidavit and to file an updated affidavit with the Treasurer on an annual basis as of June 30 of each contract year.

22. Campaign Contributions

- A. C.G.S. Section 9-612 and 613 (the “Elections Laws”) prohibits contributions to and limits solicitations on behalf of a candidate for the Treasurer of the State. The Manager covenants not to make any campaign contributions in violation of the Election Laws. The Manager further represents and agrees that (i) the Manager, (ii) any and all directors or persons with 5% or greater ownership in the Manager, (iii) any and all individuals employed as president, treasurer or executive vice president by the Manager, (iv) any and all officers and employees of the Manager with managerial or discretionary responsibilities with respect to the State, (v) the spouse or dependent child who is eighteen years of age or older of any of the foregoing, or (vi) a political committee established or controlled by the Manager or any such individuals, did not during the last election cycle contribute to or solicit contributions on behalf of, and will not (for the term of this Agreement) contribute to, or solicit contributions on behalf of, any exploratory committee or candidate committee established by a candidate for nomination or election to the Office of the Treasurer of the State of Connecticut.
- B. If this Agreement has a value equal to or more than \$50,000 in a calendar year, then the Treasurer hereby notifies the Manager that, pursuant to the Elections Laws, no principal of the Manager, as defined in the Elections Laws (“Principal”), shall make a political contribution to or on or after January 1, 2014, knowingly solicit a political contribution from Manager’s employees or from a subcontractor or principals of a subcontractor of Manager on behalf of: (i) an exploratory committee or candidate committee established by a candidate for election to any of the following offices of the State: Governor, Lieutenant Governor, Secretary of State, Treasurer, Comptroller, or Attorney General; (ii)

a political committee authorized to make contributions or expenditures to or for the benefit of such candidates; or (iii) a party committee (each and together, a “Prohibited Contribution”). If the Manager or a Principal makes or solicits a Prohibited Contribution, then the Treasurer at her sole discretion may void this Agreement immediately and without notice. If the Manager or a Principal makes or solicits a Prohibited Contribution and the Treasurer decides not void this Agreement, then this Agreement shall not be amended for that period of time proscribed by the Elections Laws.

- C. For all State contracts as defined in Public Act 10-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the Manager’s authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission’s notice advising State contractors of State campaign contribution and solicitation prohibitions, and will inform its Principals of the contents of such notice. See **Attachment H on the Compliance Reporting link.**

23. Code of Ethics

None of the Manager, its directors, members, officers, partners, employees or agents shall engage directly or indirectly in any financial or other transaction with any trustee, staff member, or employee of State Funds or the Treasurer, or a member of the Investment Advisory Council, which would violate the standards set forth in the State of Connecticut Code of Ethics for Public Officials, as codified in C.G.S. Chapter 10, Part 1, Sections 1-79 through 1-90.

24. Notice of Certain Legal Proceedings, Internal Investigations; Duty to Update

- A. The Manager represents and warrants that it has disclosed to the Treasurer any lawsuit, legal or administrative proceeding or governmental investigation, examination, complaint, disciplinary action, non-routine SEC inquiry or investigation, or other proceeding (“Proceeding”) relating to the Manager or any of its affiliates (including any Proceedings to which they, their affiliates, or any of their respective officers, directors, managers or employees is a named party or of which any of such has been the focus) or any other Proceeding (whether or not the Manager or its affiliates, or any of their respective directors, officers, managers, or principal is a party thereto, but only to the extent the Manager has knowledge thereof) relating to or affecting the Manager’s ability to perform its obligations under this Agreement or involving any investment professional employed by the Manager who has performed or does perform any services for the Account, including without limitation, any disciplinary information set forth in Rule 206(4)-4(b) of the Advisers Act. During the term of this Agreement, to the extent permitted by law, the Manager agrees to promptly notify the Treasurer of any such Proceeding or disciplinary information in writing.
- B. During the term of this Agreement, immediately upon commencement of a formal internal investigation of the Manager, or any of its principals, members, partners, investment professionals or employees involved with providing services to State Funds under this Agreement, the Manager shall promptly inform and disclose in writing to the Treasurer the existence of any such investigation.
- C. During the term of this Agreement, the Manager shall promptly inform the Treasurer in writing of any changes or modifications in information or disclosure that was given or made available to the Treasurer or the Treasurer’s designated representatives prior to entering into this Agreement. Failure to provide notice required by this Section shall constitute a breach of contract and shall entitle the Treasurer to immediately exercise all appropriate rights and remedies, including termination of this Agreement.

25. Compliance with Legal Requirements; Duty to Update

The Manager, its employees and representatives shall at all times comply with all applicable foreign, international, federal, state, county and local laws, ordinances, statutes, rules, regulations,

registrations, filings, approvals, authorizations, consents examinations and orders of governmental authorities, including those having jurisdiction over its registration and licensing to perform services hereunder, and all provisions required by such legal requirements are hereby incorporated by reference in this Agreement. The Manager shall be solely responsible for obtaining current information on such laws and requirements. The Manager shall promptly disclose to the Treasurer any material changes in the Manager's status with respect to any such compliance and disclosure, and shall immediately deliver any amended, modified or changed instruments, documents and other filings to the Treasurer.

Without limiting the foregoing, this Agreement is subject to the provisions of C.G.S. Section 4-61dd. No officer, director or appointing authority of the Manager may take or threaten to take any retaliatory personnel action against any employee of the Manager who discloses information regarding corruption, unethical practices, violation of state laws or regulations, mismanagement, gross waste of funds, abuse of authority or danger to public safety occurring in any state department or agency to the Connecticut Auditors of Public Accounts or the Connecticut Attorney General. In the event that any such retaliatory action is taken or threatened, the Manager shall be liable for civil penalties.

26. Equal Opportunity and Diversity

The Manager agrees and warrants that, in the performance of its duties hereunder, it shall not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, gender, mental retardation, sexual orientation or physical disability, including but not limited to, blindness, unless it is shown by the Manager that such disability prevents performance of the services under this Agreement. The Manager further agrees to use its best efforts to consider applicants with job-related qualifications for employment and that, once employed, employees are treated without regard to their race, color, religious creed, age, marital status, national origin, ancestry, gender, mental retardation, sexual orientation, or physical disability. The Manager agrees, represents and warrants that all solicitations or advertisements for employees placed by it or on its behalf shall state that the Manager is an "affirmative action – equal opportunity employer." The Manager agrees, represents and warrants that it shall use its good faith efforts to consider and recruit diverse applicants from the widest possible pool of candidates. In meeting its good faith obligation to recruit diverse applicants, the Manager agrees, represents and warrants that it shall contact national networks, and shall maintain adequate records of its efforts regarding workforce diversity.

The Manager must complete and submit **Attachment A on the Compliance Reporting link**. The Manager further represents and warrants that the information disclosed on the sworn affidavit attached hereto as **Attachment A** is accurate and complete as of the date of this Agreement. During the term of this Agreement, the Manager agrees to furnish the Treasurer with updated and accurate disclosure no later than December 31 of each year.

27. Gift Affidavit

The Manager shall complete, truthfully attest to and submit herewith a Gift Affidavit in the form of **Attachment E on the Compliance Reporting link**. The Manager represents and warrants that the information it has disclosed in such Gift Affidavit is complete and accurate as of the date of this Agreement.

28. Foreign Corrupt Practices Act

The Manager covenants that it will not make any direct or indirect payments to any foreign government official, government employee, political party or official in order to obtain, retain or direct business or obtain any advantage -- unless such payment is permitted under the written laws of the jurisdiction where the Manager resides and of such foreign official's country – in violation of the United States Foreign Corrupt Practices Act. The Manager covenants that, in the performance of its duties hereunder, it shall not knowingly make any payments to any person or entity that would cause the Office of the Treasurer or State Funds to be in violation of the United States Foreign

Corrupt Practices Act, as amended from time to time, or similar acts or laws of the country in question.

29. Foreign Assets Control Regulations; Anti-Terrorism Order

The Manager represents and warrants that, to the best of its knowledge, in agreeing to provide, and in providing, the services under this Agreement, (a) the Manager neither is in violation nor will be in violation of the provisions of the United States Executive Order 13224 of September 24, 2001 Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, if applicable, or the provisions of The USA Patriot Act, title III, or the International Money Laundering Abatement and Anti-Terrorism Financing Act of 2001 (as each may be amended from time to time) and any regulations promulgated thereunder, and (b) the Manager is not a party with which the Treasurer is prohibited to deal under the laws of the United States. Manager shall use its best efforts to ensure that it will not be included on OFAC's Specially Designated Nationals and Blocked Persons List. The Manager shall not hire or retain an employee or authorized representative who is included on OFAC's Specially Designated Nationals and Blocked Persons List.

30. Global Security Assessment

- A. The Manager agrees to undertake a reasonable global security risk assessment of any securities considered for investment on State Funds' behalf, including securities in those companies that the Manager reasonably believes, after due investigation, to have financial ties or business activities in FDTSC.
- B. The Manager shall not invest in or hold on State Funds' behalf any securities issued by (1) FDTSC, (2) specially designated nationals as identified by OFAC, or (3) entities identified by OFAC as violators of the sanctions program against FDTSC that, due to the number or severity of violations, pose a significant risk that they are operating against U.S. national interests.
- C. The Manager agrees to provide the Office of the Treasurer with a written report, as may be requested by the Treasurer from time to time during the term of this Agreement attesting to such ongoing evaluations and certifying that it has complied with the investment policy restricting investment in companies associated with terrorism set forth in subsection (b) of this section.

31. Pay-to-Play

The Manager represents and warrants that neither the Manager nor any individual in the Manager's organization has received or paid, or entered into an agreement, to receive or pay, any compensation, fees, or any other benefit from or to any third party, including any consultants or advisers to State Funds or the Treasurer, in connection with the indirect or direct procurement, continuance or extension of this Agreement.

32. Investment Restrictions

The Treasurer shall inform the Manager in writing of any investment restrictions, including divestment of securities or prohibition of investment in specified companies, imposed by the Treasurer under C.G.S. Section 3-13g, relating to investment in companies doing business in Iran, or Section 3-21e relating to investment in companies doing business in Sudan, and the Manager shall comply with such restrictions.

33. Boycott Participation

The Manager agrees not to make any investments on State Funds' behalf in any company that is, at the time of such investment, known to be a participant in or cooperating with an international boycott that is illegal under the Anti-Boycott Rules of the United States and/or the Restrictive Trade

Practices or Boycotts rules and regulations promulgated by the United States Department of Commerce.

34. Governing Law; Venue; Jurisdiction

This Agreement shall be interpreted under, governed by and enforced according to the laws of the State of Connecticut, without regard to choice of law rules. The Manager hereby submits to the jurisdiction of the courts in the State of Connecticut, or of the United States of America sitting in the State of Connecticut, over any action, suit, or proceeding arising out of or relating to this Agreement. The Manager hereby consents to the jurisdiction of any court of the State of Connecticut and any federal courts in Connecticut, hereby waiving any claim or defense that such forum is not convenient or proper. The Manager agrees that any such court shall have *in personam* jurisdiction over it, and consents to service of process in any manner authorized by the laws of the State.

35. Discovery of Conflicts, Errors, Omissions and Discrepancies

In case of conflicts, discrepancies, errors or omissions among the various parts of this Agreement, any such matter shall be submitted immediately by the Manager to the Treasurer for interpretation. Any interpretation of such conflicts, discrepancies, errors or omissions shall be determined at the sole discretion of the Treasurer, who shall act in good faith. This remedy shall not be deemed exclusive and the Manager does not waive any of its legal or equitable remedies. Any services affected by such conflicts, discrepancies, errors or omissions which are performed by the Manager prior to any interpretation by the State shall be at the Manager's risk.

36. Applicable Executive Order of the Governor

- A. This Agreement is subject to the provisions of Executive Order Number Three of Governor Thomas J. Meskill promulgated June 16, 1971, set forth in the attached **Exhibit E**.
- B. This Agreement may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order Number Three or any state or federal law concerning nondiscrimination, notwithstanding that the State Labor Commissioner may not be party to this Agreement. The parties to this Agreement, as part of the consideration hereof, agree that Executive Order Number Three is incorporated by reference herein and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction.
- C. This Agreement is subject to the provisions of Executive Order Number Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, set forth in the attached **Exhibit F**.
- D. This Agreement may be canceled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order Number Seventeen, notwithstanding that the Labor Commissioner may not be party to this Agreement. The parties to this Agreement, as part of the consideration hereof, agree that Executive Order Number Seventeen is incorporated by reference herein and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction.
- E. This Agreement is subject to the provisions of Executive Order Number Sixteen of Governor John G. Rowland promulgated August 4, 1999, set forth in the attached **Exhibit G**.
- F. This Agreement may be canceled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive

Order Number Sixteen or any state or federal law concerning nondiscrimination, notwithstanding that the State Labor Commissioner may not be a party to this Agreement. The parties to this Agreement, as part of the consideration hereof, agree that Executive Order Number Sixteen is incorporated by reference herein and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction with respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

- G. The parties agree to abide by said Executive Orders, and agree that the State Labor Commission shall have continuing jurisdiction in respect to performance in regard to nondiscrimination, until performance is completed, or until this Agreement is terminated prior to completion.

37. Non-Waiver

None of the conditions of this Agreement shall be considered waived by the Treasurer or the Manager unless given in writing. Failure by the Treasurer to promptly assert any rights under this Agreement shall not be construed to be acquiescence of any misfeasance, malfeasance or nonfeasance. No such waiver shall be a waiver of any past or future default, breach, failure of condition, right or remedy or modification of any of the conditions of this Agreement unless expressly stipulated in such waiver.

38. Sovereign Immunity

Notwithstanding any provisions to the contrary contained in this Agreement, it is agreed and understood that none of the State, the Treasurer or State Funds shall be construed to have waived any rights or defenses of sovereign immunity, which the State, the Treasurer or State Funds may have with respect to all matters arising out of this Agreement. The Treasurer hereby reserves all immunities, defenses, rights or actions arising out of the State's sovereign status or under the Eleventh Amendment to the United States Constitution, and no waiver of any such immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by the Treasurer's entry into this Agreement, by any express or implied provision of this Agreement, or by any actions or omissions to act of State Funds, the Treasurer, or any representative or agent of the Treasurer or State Funds, whether taken pursuant hereto, prior to or after the Treasurer's entry into this Agreement.

39. Survival

The rights and obligations of the parties which by their nature survive termination or completion of this Agreement, including but not limited to those set forth herein Sections 6, 11, 12, 13, 17, 18 and 38 of this Agreement, shall remain in full force and effect.

40. Termination

The parties mutually agree, that either may terminate this Agreement upon thirty (30) days' written notice delivered to the other by certified or registered mail to the addresses provided in Section 19 hereof.

Notwithstanding any provisions in this Agreement, the Treasurer, through a duly authorized employee, may terminate the Agreement whenever the Treasurer makes a written determination that such termination is in the best interests of the State. The Treasurer shall notify the Manager in writing of termination pursuant to this Section, which notice shall specify the effective date of termination and the extent to which the Manager must complete its performance under the Manager prior to such date.

Following the delivery of any notice of termination hereunder, the Manager shall perform all of its obligations hereunder in good faith as directed by the State and will cooperate fully with the State in taking all necessary or appropriate steps in order to effectuate the orderly transfer of management functions to third parties designated by the State.

41. Assignment

This Agreement shall not be assigned by either party without the express prior written consent of the other. Such consent shall not be unreasonably denied or withheld.

42. Severability

If any part or parts of this Agreement shall be held to be void, invalid or unenforceable, or contrary to any express provision of law, or contrary to the policy of express law though not expressly prohibited, or against public policy, then such part or parts shall be treated as severable from the rest of this Agreement, leaving valid and enforceable the remainder of this Agreement and in no way shall affect the validity or enforceability of the rights of the parties hereto.

43. Entire Agreement; Amendments and Modifications

This Agreement embodies the entire agreement between the Treasurer and the Manager on the matters specifically addressed herein. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. This Agreement shall supersede all prior written agreements between the parties and their predecessors. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth herein. No changes, amendments or modifications of any of the terms or conditions of this Agreement shall be valid unless reduced to writing, signed by both parties and approved by the Attorney General or the Deputy Attorney General of the State of Connecticut. The parties shall meet and confer in good faith on any modification of this Agreement that may become necessary to make its provisions consistent with any investment policy of State Funds or the Treasurer, or federal, state, local, foreign or international statute, rule, regulation or ordinance that governs any aspect of this Agreement.

44. Successor and Assigns

This Agreement shall inure to the benefit of and be binding upon each party's respective heirs, successors, and assigns.

45. Miscellaneous Provisions

- A. Notwithstanding anything to the contrary contained herein, both parties hereby acknowledge that this Agreement does not: (i) permit the filing of liens against the State; (ii) obligate the State to indemnify or hold the Manager harmless in any way; (iii) obligate the State to be subject to binding arbitration; or (iv) provide that this Agreement is expired or terminated. Further, any foregoing provision of this Agreement that would cause this Agreement to be considered a contract that: (i) permits the filing of liens against the State; (ii) obligates the State to indemnify or hold the Manager harmless in any way; (iii) obligates the State to be subject to binding arbitration; or (iv) provides that this Agreement is expired or terminated is null, void, unenforceable and hereby stricken from this Agreement.
- B. Notwithstanding anything to the contrary contained herein, both parties hereby acknowledge that this Agreement is not a Personal Service Agreement entered into by the Treasurer for the purpose of hiring an individual as contemplated by C.G.S. Section 4a-58(b). Further, any foregoing provision of this Agreement that would cause this Agreement to be considered a contract for the purpose of hiring an individual as contemplated by C.G.S. Section 4a-58(b) is null, void, unenforceable and hereby stricken from this Agreement.
- C. Notwithstanding anything to the contrary contained herein, both parties hereby acknowledge that this Agreement does not concern or in any way relate to tangible personal property as contemplated by C.G.S. Section 12-411b. Further, any foregoing provision of this Agreement that would cause this Agreement to concern or in any way

relate to tangible personal property as contemplated by C.G.S. Section 12-411b is null, void, unenforceable and hereby stricken from this Agreement.

- D. Notwithstanding anything to the contrary contained herein, both parties hereby acknowledge that this Agreement is not funded by and does not concern or in any way relate to a state grant as contemplated by C.G.S. Section 7-396a. Further, any foregoing provision of this Agreement that would cause this Agreement to concern or in any way relate to a state grant as contemplated by C.G.S. Section 7-396 a is null, void, unenforceable and hereby stricken from this Agreement.
- E. Notwithstanding anything to the contrary contained herein, both parties hereby acknowledge that this Agreement is not a Large Construction or Procurement Contract as contemplated by C.G.S. 1-101qq and defined in C.G.S. 1-101mm. Further, any foregoing provision of this Agreement that would cause this Agreement to be considered a Large Construction or Procurement Contract as contemplated by C.G.S. 1-101qq and defined in C.G.S. 1-101mm is null, void, unenforceable and hereby stricken from this Agreement.
- F. It is the Treasurer's express policy to never intentionally assign or allocate, in whole or in part, to any person or contractor, any Governmental Function of the Office of the Treasurer—as defined by Chapter 14 of the C.G.S. and contemplated by C.G.S. Section 1-218. If, however, (a) this Agreement has a value greater than or equal to Two Million Five Hundred Thousand Dollars (\$2,500,000) and (b) the State Freedom of Information Commission makes a final determination that this Agreement is a contract for the performance of a Governmental Function, then this Agreement shall be subject to the provisions of C.G.S. Section 1-218, as may be modified from time to time. Accordingly the Treasurer shall be entitled to receive a copy of the Manager's records and files related to its performance of such Governmental Function, and such records and files shall be subject to the State of Connecticut Freedom of Information Act, C.G.S. Sections 1-1-200 *et seq.* No request to inspect or copy such records or files pursuant to the Freedom of Information Act shall be valid unless the request is made to the Office of the Treasurer in accordance with the provisions set forth in the State of Connecticut Freedom of Information Act. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of C.G.S. Sections 1-205 and 1-206.
- G. Notwithstanding anything to the contrary contained herein, both parties hereby acknowledge and agree that this Agreement does not concern or in any way relate to the Health Insurance Portability and Accountability Act of 1996. Further, any foregoing provision of this Agreement that would cause this Agreement to concern or in any way relate to the Health Insurance Portability and Accountability Act of 1996 is null, void, unenforceable and hereby stricken from this Agreement.
- H. Both parties to this Agreement hereby agree that all references to statutes, public acts and executive orders made herein shall refer to such statutes, public acts and executive orders as they are, were or shall be amended, replaced or superseded, from time to time.
- I. Despite and notwithstanding any contrary theory at law, of contract, in equity or otherwise, including but not limited to “the specific overruling the general,” the parties hereto expressly agree that in the event of any conflict between the provisions of this Section of this Agreement (“Miscellaneous Provisions”) and the provisions of any other Section of this Agreement, the provisions of this Miscellaneous Provisions Section of this Agreement shall override and control.

46. Headings

Descriptive headings in this Agreement are for convenience only and shall not affect the construction or meaning of the contractual language.

47. Further Assurances

From and after the date of this Agreement, upon the request of the Treasurer, the Manager shall execute and deliver such instruments, documents and other writings as may be reasonably necessary or desirable to confirm and carry out and to effectuate fully the intent and purposes of this Agreement.

48. Counterpart Originals

This Agreement may be executed in any number of counterparts, each of which shall be an original, but which, taken together, shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement, which shall become effective as of the Commencement Date, as of the dates set forth below.

[MANAGER]

By: _____

Name: _____

Title: _____

Date: _____

THE STATE OF CONNECTICUT, ACTING THROUGH ITS TREASURER

By: _____

Name: Shawn T. Wooden

Title: State Treasurer

Date: _____

As to Form:

OFFICE OF THE ATTORNEY GENERAL

By: _____

Name: Joseph Rubin

Title: Assistant Deputy Attorney General

Date: _____

Exhibit A

INVESTMENT POLICY STATEMENT

State of Connecticut Retirement Plans & Trust Funds

Adopted February 2020

<https://portal.ct.gov/OTT/Pension-Funds/Investment-Policy>

Exhibit B

**STATE OF CONNECTICUT OFFICE OF THE TREASURER
INVESTMENT MANAGER GUIDELINES
[NTD: TO BE NEGOTIATED]**

MANAGER

MANDATE

BENCHMARK

MANDATE DESCRIPTION

INVESTMENT OBJECTIVES

PERMISSIBLE INVESTMENTS

PORTFOLIO CONSTRAINTS

Exhibit B-1

Required Terms For Trade Agreements

The following are required terms for every trade agreement executed by Manager under this Agreement:

1. **Governing Law.** The trade agreement must be governed by the laws of New York, Connecticut or England (with a preference for New York law), provided that enforcement of remedies against the Treasurer or any of its assets by a counterparty must be done pursuant to the laws of the State of Connecticut. Therefore, if the governing law provision is not under Connecticut law, it must be qualified with the following: “provided however, that notwithstanding the foregoing, any enforcement of remedies against the Treasurer or any of its assets shall be governed by, construed under and enforced in accordance with the laws of the State of Connecticut.”
2. **Jurisdiction And Venue.** The trade agreement must provide that any action brought to enforce the agreement must be brought in the state courts of Connecticut or the United States district courts in Connecticut and that the parties submit to the exclusive jurisdiction of these courts.
3. **Sovereign Immunity.** The Treasurer cannot waive sovereign immunity and therefore the trade agreement may not include any waiver of sovereign immunity.
4. **Waiver of Jury Trial.** The trade agreement cannot waive the Treasurer’s rights to a jury trial.
5. **Indemnity.** The Treasurer cannot provide indemnities to any party and therefore the trade agreement may not contain any indemnity provision in favor of the counterparties. Nonetheless, the Treasurer may agree to reimburse trade agreement counterparties for reasonable and documented out-of-pocket costs related to enforcement of a counterparty’s rights and remedies in accordance with the terms of the applicable trading agreement, but that reimbursement must not take the form of or be substantially similar to an indemnity. The following is an example of reimbursement language that may be included in the trade agreement:

“The parties acknowledge and agree that the Treasurer is prohibited from furnishing any indemnification to [Counterparty]. Notwithstanding the foregoing, the Treasurer hereby agrees to reimburse [Counterparty] for all reasonable out-of-pocket costs and expenses arising out of the Treasurer’s failure to meet any of its obligations under this Agreement (the “Reimbursable Costs”). In the event that [Counterparty] seeks reimbursement pursuant to this Section [●], [Counterparty] shall first furnish the Treasurer with documentation of such Reimbursable Costs.”

6. **Set-Off.** Any set-off provision in a trade agreement must be limited to the obligations arising under such trade agreement and cannot include obligations under any other agreements.
7. **Limited Recourse.** Any provision providing a trade agreement counterparty with recourse to any amounts owed by the Treasurer under the agreement must be limited solely to the Account assets that are managed by the Manager under this Agreement.

- 8. Cross-Default.** The trade agreement may contain a provision for a cross-default to debt for borrowed money, provided that any such provision based on a default in another trade agreement, whether structured as a cross-default or import of defaults, must be limited to defaults under trading agreements entered into between that specific counterparty and the Manager on behalf of the Treasurer. Trading agreements with another counterparty or entered into on behalf of the Treasurer by another manager, whether with the same counterparty or another counterparty, must be excluded from any such provision.
- 9. Affiliates.** The status of, or action by, any affiliate of the Treasurer must not be included for purposes of any default under any trade agreement. Where applicable, the Treasurer should be deemed to have no affiliates.
- 10. Reporting Requirements.** Where a trade agreement contains a provision requiring the Treasurer to report information, whether financial or otherwise, these requirements should be limited to information that the Manager can provide without additional assistance from the Treasurer or to information otherwise publicly available on the Treasurer's website.
- 11. Security Interest.** The Treasurer cannot provide a security interest in its assets under Connecticut law. The Manager should therefore seek a provision that collateral arrangements under ISDAs are governed by the English law transfer of title annex.

With respect to all other trade agreements that contain a grant of security interest in favor of a counterparty, the following provisions must be incorporated into such trading agreement:

 - a.** [Counterparty] acknowledgment that the Treasurer is a Connecticut governmental entity
 - b.** A provision reserving to the Treasurer all immunities, defenses and rights arising from its sovereign status under Connecticut law
 - c.** A consent to the exclusive jurisdiction of the Office of the Claims Commissioner for the adjudication of sovereign immunity under the trading agreement.
 - d.** A statement that any provision that is in violation to the Treasurer's sovereign status or that would otherwise require a waiver thereof is unenforceable as to the Treasurer.

Exhibit C

REPORTS STATE OF CONNECTICUT OFFICE OF THE TREASURER

Reports may be delivered electronically.

1. Accounting

- Provide a full monthly reconciliation between the Manager’s accounting and performance records and the Master Custodian’s accounting and performance records.
- Written notification that securities in the Portfolio have defaulted or are being restructured or reorganized through bankruptcy or whose values have been written down or otherwise impaired. Include: Cost, Book and Market Values, Realized and Unrealized Capital Losses, Original Purchase Date and all other relevant data.

2. Investments

- Investment Performance Reports are to be calculated in conformance with the Global Investment Performance Standards (“GIPS”) and submitted monthly to the Principal Investment Officer of Equities and the investment consultant.
- Provide a Monthly Investment Performance Report to include:
 - g. Executive summary of key economic, socio-political, and monetary policy events in emerging markets, relative movement of the U.S. dollar, portfolio activity, investment performance and attribution;
 - h. Net of fee performance results over multiple time periods;
 - i. Relative attribution and portfolio exposures by countries industries/sectors; and
 - j. Market outlook.
- Provide monthly reports quantifying the metrics used to measure the risk of the portfolio.
- Provide the State with a copy of Part 2 of Form ADV, at least annually.
- Provide annual compliance report and operating risk report.
- Make on-site presentations to the State at a minimum of once per year and be available to meet and/or discuss portfolio as requested.

- The Investment Performance Report will include a table or chart showing Total Returns, *Net of Manager Fees*, for one month, three months, one year, three years and

five years, as applicable, against the Benchmark Total Returns for same periods. Relative Excess Returns should be highlighted.

- After the first year of investment management, the Annual Investment Performance Report will include actual results versus the Investment Objectives described in the Investment Guidelines of the Investment Management Agreement.
- The Investment Performance Report will describe portfolio attribution from sectors/industries/geographies. Comparisons between portfolio weightings and benchmark weightings will be exhibited along with discussion of the resultant contributions to portfolio performance.
- Provide a Monthly Statement of Assets (broken down by Security Types) including: Cusip, Description, Unit Cost, Unit Market Price, Total Book Value, Total Market Value, Unrealized Gain/Loss \$.
- Provide a monthly report of Portfolio purchases and sales including trade date, security name and cost.

3. **Risk Management**

- Risk Management reports, to be provided to the Principal Investment Officer for Equities and the Chief Risk Officer on a monthly basis, will include, but will not be limited to, the following:
 - Portfolio concentration – Report/discussion of any portfolio concentration risk such as country, industry, issuer, security type or foreign currencies.
- Provide Manager's Counterparty Policy prior to execution of this contract. Thereafter, send written notice of any and all updates your firm has made to its Counterparty Policy and minimum required credit ratings in the monthly report following such changes.
- Provide a copy of the Manager's Broker/Dealer Selection Process prior to execution of this contract.
- Provide a letter from the authorized signatory in your firm at the end of each quarter confirming compliance with the terms of this Agreement set forth in Section 3, Section 6 and the Investment Guidelines. Identify any infractions incurred and steps taken to return to compliance.

Exhibit D

STATE OF CONNECTICUT RETIREMENT PLANS & TRUST FUNDS

FEE SCHEDULE AND TOTAL ADJUSTED VALUE

This fee schedule will supersede any prior fee schedule for this Portfolio and will be effective _____, 2020. The fee is payable quarterly, in arrears, based upon the Total Adjusted Value at the beginning of the quarter as determined by the Master Custodian.

Payment is due to the Manager within thirty (30) days of the invoice date unless other arrangements are made. Contributions to the account and withdrawals from the account during any given calendar quarter will be prorated on a daily basis and added to or subtracted, at cost, from the Total Adjusted Value in the account at the end of the preceding calendar quarter for purposes of fee calculation. The fee for any period that is less than a full quarter, shall be prorated on a daily basis. The quarterly fee will be derived by multiplying the Total Adjusted Value of the assets by the annual fee based on the actual number of days of such calendar quarter based on a 360 day calendar year. The Total Adjusted Value at the beginning of the quarter shall be determined using the following general ledger accounts:

	Fund:	
BNY GL#		
110000	CASH	\$-
110110	CASH - BROKER	-
120010	RECEIVABLE FOR INVESTMENTS SOLD	-
120011	UNREALIZED GAIN/LOSS RECEIVABLE FOR INVES. SOLD	-
120080	MISCELLANEOUS RECEIVABLES	-
120100	VARIATION MARGIN ON EQUITY FUTURES	-
120131	VAR MARGIN ON SWAPS	-
140000	INVESTMENTS AT AVERAGE COST	-
140300	NON-BASE CURRENCY	-
140310	NON-BASE CURRENCY BROKER	-
150000	UNREALIZED APPRECIATION AT AVERAGE COST	-
150200	UNREALIZED APPRECIATION CURRENCY - AVERAGE COST	-
150300	UNREALIZED APPRECIATION-NON-BASE CURRENCY	-
150310	UNREALIZED APPRECIATION-NON-BASE CURRENCY BROKER	-
155100	UNREALIZED APPRECIATION ON INVESTMENT IN FUTURES	-
160030	FFX CONTRACTS RECEIVABLE	-
160031	UNREALIZED GAIN/LOSS FFX CONTRACTS RECEIVABLE	-
220010	PAYABLE FOR INVESTMENTS PURCHASED	-
220011	UNREALIZED GAIN/LOSS PAYABLE FOR INVESTMENT PURCHASED	-
220055	MISCELLANEOUS PAYABLES	-
220600	PAYABLE FOR FORWARD FOREIGN EXCHANGE CONTRACTS	-
220601	UNREALIZED GAIN/LOSS FFX CONTRACTS PAYABLE	-
Total Adjusted Value		\$-

Annual Fee:

First \$ _____ million: _____ basis points
 Next \$ _____ million: _____ basis points
 Balance: _____ basis points

SAMPLE

Office of the Treasurer - Investment Accounting
 Invoice Payment Summary
 Quarter Ending
 mo/day/year

FUND:
C5TFXXXXXXXX

Investment Manager: **XXXXXXXXXX & Company**

Payment Schedule:

First \$100 M	\$	100,000,000	@	0.15%	
Next \$300 M	\$	300,000,000	@	0.10%	
Over \$ 400 M	\$	400,000,000	@	0.05%	This would be customized for each contracts fee structure.

Total Adjusted Market Value:	mo/day/year	Assets per BNYM and SOC	XXX
		Assets per Manager Invoice	XXX
		Variance	XXX

This would be customized for each contracts fee structure.

Base Fee Calculation:

First \$100 M	\$	100,000,000	@	0.15%	* 90 / 360 days	XXX
Next \$300 M	\$	300,000,000	@	0.10%	* 90 / 360 days	XXX
Over \$400 M	XXX		@	0.05%	* 90 / 360 days	XXX
	\$ XXX			<i>Total Adjusted Market Value</i>	Subtotal	XXX

Contributions/[Withdrawals] at cost

mo/day/year	-	@	0.05%	* 0 / 360 days	-
mo/day/year	-	@	0.05%	* 0 / 360 days	-
mo/day/year	-	@	0.05%	* 0 / 360 days	-
				Subtotal	-

Total Fee per SOC	XXX
Per Manager Invoice	XXX
Variance	XXX

Pay **XXX** upon authorization

Exhibit E

State Of Connecticut
By His Excellency
Thomas J. Meskill
Governor

Executive Order No. Three

WHEREAS, sections 4-61d(b) and 4-114a of the 1969 supplement to the general statutes require nondiscrimination clauses in state contracts and subcontracts for construction on public buildings, other public works and goods and services, and

WHEREAS, section 4-61e(c) of the 1969 supplement to the general statutes requires the labor department to encourage and enforce compliance with this policy by both employers and labor unions, and to promote equal employment opportunities, and

WHEREAS, the government of this state recognizes the duty and desirability of its leadership in providing equal employment opportunity, by implementing these laws,

NOW, THEREFORE, I, THOMAS J. MESKILL, Governor of the State of Connecticut, acting by virtue of the authority vested in me under section twelve of article fourth of the constitution of the state, as supplemented by section 3-1 of the general statutes, do hereby ORDER and DIRECT, as follows, by this Executive Order:

- I. The labor commissioner shall be responsible for the administration of this Order and shall adopt such regulations as he deems necessary and appropriate to achieve the purposes of this Order. Upon the promulgation of this Order, the commissioner of finance and control shall issue a directive forthwith to all state agencies, that henceforth all state contracts and subcontracts for construction on public buildings, other public works and goods and services shall contain a provision rendering such contract or subcontract subject to this Order, and that such contract or subcontract may be cancelled, terminated or suspended by the labor commissioner for violation of or noncompliance with this Order or state or federal laws concerning nondiscrimination, notwithstanding that the labor commissioner is not a party to such contract or subcontract.
- II. Each contractor having a contract containing the provisions prescribed in section 4-114a of the 1969 supplement to the general statutes, shall file, and shall cause each of his subcontractors to file, compliance reports with the contracting agency or the labor commissioner, as may be directed. Such reports shall be filed within such times and shall contain such information as to employment policies and statistics of the contractor and each subcontractor, and shall be in such form as the labor commissioner may prescribe. Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order or any preceding similar Order, and in that event to submit on behalf of themselves and their proposed subcontractors compliance reports prior to or as an initial part of their bid or negotiation of a contract.
- III. Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor organization or employment agency as defined in section 31-122 of the general statutes, the compliance report shall identify the said organization or agency and the contracting agency or the labor commissioner may require a compliance report to be filed with the contracting agency or the labor commissioner, as may be directed, by such organization or agency, signed by an authorized officer or agent of such organization or agency, with supporting information, to the effect that the signer's practices and policies, including but not limited to matters concerning personnel, training, apprenticeship, membership, grievance and representation, and upgrading, do not discriminate on grounds of race, color, religious creed, age, sex or national origin, or ancestry of any individual, and that the signer will either affirmatively cooperate in the implementation of the policy and provisions of this Order, or that it consents and agrees that recruitment, employment and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the Order.
- IV. The labor commissioner may by regulation exempt certain classes of contracts, subcontracts or purchase orders from the implementation of this Order, for standard commercial supplies or raw materials, for less than specified amounts of money or numbers of workers or for subcontractors below a specified tier. The labor commissioner may also provide by regulation for the exemption of facilities of a contractor which are in all respects separate and distinct from activities of the contractor related to the performance of the state contract, provided only that such

exemption will not interfere with or impede the implementation of this Order, and provided further, that in the absence of such an exemption, all facilities shall be covered by the provisions of this Order.

- V. Each contracting agency shall be primarily responsible for obtaining compliance with the regulations of the labor commissioner with respect to contracts entered into by such agency or its contractors. All contracting agencies shall comply with the regulations of the labor commissioner in discharging their primary responsibility for securing compliance with the provisions of contracts and otherwise with the terms of this Order and of the regulations of the labor commissioner issued pursuant to this Order. They are directed to cooperate with the labor commissioner and to furnish the labor commissioner such information and assistance as he may require in the performance of his functions under this Order. They are further directed to appoint or designate from among the personnel of each agency, compliance officers, whose duty shall be to seek compliance with the objectives of this Order by conference, conciliation, mediation, or persuasion.
- VI. The labor commissioner may investigate the employment practices and procedures of any state contractor or subcontractor and the practices and policies of any labor organization or employment agency hereinabove described, relating to employment under the state contract, as concerns nondiscrimination by such organization or agency as hereinabove described, or the labor commissioner may initiate such investigation by the appropriate contract agency, to determine whether or not the contractual provisions hereinabove specified or statutes of the state respecting them have been violated. Such investigation shall be conducted in accordance with the procedures established by the labor commissioner and the investigating agency shall report to the labor commissioner any action taken or recommended.
- VII. The labor commissioner shall receive and investigate or cause to be investigated complaints by employees or prospective employees of a state contractor or subcontractor or members or applicants for membership or apprenticeship or training in a labor organization or employment agency hereinabove described, which allege discrimination contrary to the contractual provisions specified hereinabove or state statutes requiring nondiscrimination in employment opportunity. If this investigation is conducted for the labor commissioner by a contracting agency, that agency shall report to the labor commissioner what action has been taken or is recommended with regard to such complaints.
- VIII. The labor commissioner shall use his best efforts, directly and through contracting agencies, other interested federal, state and local agencies, contractors and all other available instrumentalities, including the commission on human rights and opportunities, the executive committee on human rights and opportunities, and the apprenticeship council under its mandate to provide advice and counsel to the labor commissioner in providing equal employment opportunities to all apprentices and to provide training, employment and upgrading opportunities for disadvantaged workers, in accordance with section 31-51(d) of the 1969 supplement to the general statutes, to cause any labor organization or any employment agency whose members are engaged in work under government contracts or referring workers or providing supervising apprenticeship or training for or in the course of work under a state contract or subcontract to cooperate in the implementation of the purposes of this Order. The labor commissioner shall in appropriate cases notify the commission on human rights and opportunities or other appropriate state or federal agencies whenever it has reason to believe that the practices of any such organization or agency violate equal employment opportunity requirements of state or federal law.
- IX. The labor commissioner or any agency officer or employee in the executive branch designated by regulation of the labor commissioner may hold such hearings, public or private, as the labor commissioner may deem advisable for compliance, enforcement or educational purposes under this Order.
- X. (a) The labor commissioner may hold or cause to be held hearings, prior to imposing ordering or recommending the imposition of penalties and sanctions under this Order. No order for disbarment of any contractor from further state contracts shall be made without affording the contractor an opportunity for a hearing. In accordance with such regulations as the labor commissioner may adopt, the commissioner or the appropriate contracting agency may
 1. Publish or cause to be published the names of contractors or labor organizations or employment agencies as hereinabove described which it has concluded have complied or failed to comply with the provisions of this Order or the regulations of the labor commissioner in implementing this Order.
 2. Recommend to the commission on human rights and opportunities that in cases in which there is substantial or material violation or threat thereof of the contractual provision or related state statutes concerned herein, appropriate proceedings be brought to enforce them, including proceedings by the commission on its own

motion under chapter 563 of the general statutes and the enjoining, within the limitations of applicable law, of organizations, individuals or groups who prevent directly or indirectly compliance with the provisions of this Order.

3. Recommend that criminal proceedings be brought under chapter 939 of the general statutes.
4. Cancel, terminate, suspend or cause to be cancelled, terminated, or suspended in accordance with law any contract or any portion or portions thereof for failure of the contractor or subcontractor to comply with the nondiscrimination provisions of the contract. Contracts may be cancelled, terminated, suspended absolutely or their continuance conditioned upon a program for future compliance approved by the contracting agency.
5. Provide that any contracting agency shall refrain from entering into any further contracts or extensions or modifications of existing contracts with any contractor until he has satisfied the labor commissioner that he has established and will carry out personnel and employment policies compliant with this Order.
6. Under regulations prescribed by the labor commissioner each contracting agency shall make reasonable efforts with a reasonable period of time to secure compliance with the contract provisions of this Order by methods of conference, conciliation, mediation or persuasion, before other proceedings shall be instituted under this Order or before a state contract shall be cancelled or terminated in whole or in part for failure of the contractor or subcontractor to comply with the contract provisions of state statute and this Order.

(b) Any contracting agency taking any action authorized by this Order, whether on its own motion or as directed by the labor commissioner or pursuant to his regulations shall promptly notify him of such action. Whenever the labor commissioner makes a determination under this Order, he shall promptly notify the appropriate contracting agency and other interested federal, state and local agencies of the action recommended. The state and local agency or agencies shall take such action and shall report the results thereof to the labor commissioner within such time as he shall specify.

- XI. If the labor commissioner shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless he has satisfactorily complied with the provisions of this Order, or submits a program for compliance acceptable to the labor commissioner, or if the labor commissioner so authorizes, to the contracting agency.
- XII. Whenever a contracting agency cancels or terminates a contract, or a contractor has been disbarred from further government contracts because of noncompliance with the contract provisions with regard to nondiscrimination, the labor commissioner or the contracting agency shall rescind such disbarment, upon the satisfaction of the labor commissioner that the contractor has purged himself of such noncompliance and will thenceforth carry out personnel and employment policies of nondiscrimination in compliance with the provision of this Order.
- XIII. The labor commissioner may delegate to any officer; agency or employee in the executive branch any function or duty of the labor commissioner under this Order except authority to promulgate regulations of a general nature.
- XIV. This Executive Order supplements the Executive Order issued on September 28, 1967. All regulations, orders, instructions, designations and other directives issued heretofore in these premises, including those issued by the heads of various departments or agencies under or pursuant to prior order or statute, shall remain in full force and effect, unless and until revoked or superceded by appropriate authority, to the extent that they are not inconsistent with this Order.

This Order shall become effective thirty days after the date of this Order.

Dated at Hartford, Connecticut, this 16th day of June, 1971

Thomas J. Meskill
Governor

Filed this 16th day of June, 1971.

/s/ Harry Hammer
Secretary of the State

Exhibit F

State Of Connecticut
By His Excellency
Thomas J. Meskill
Governor

Executive Order No. Seventeen

WHEREAS, Section 31-237 of the General Statutes of Connecticut as amended requires the maintaining of the established free services of the Connecticut State Employment Service to both employers and prospective employees and

WHEREAS, Section 31-5 of the General Statutes of Connecticut requires that no compensation or fee shall be charged or received directly or indirectly for the services of the Connecticut State Employment Service and

WHEREAS, large numbers of our citizens who have served in the Armed Forces of our nation are returning to civilian life in our state and seeking employment in civilian occupations and

WHEREAS, we owe a duty as well as gratitude to these returning veterans including the duty to find suitable employment for them and

WHEREAS, many of our handicapped citizens are fully capable of employment and are entitled to be placed in suitable employment and

WHEREAS, many of the citizens of our state who are unemployed are unaware of the job openings and employment opportunities which do in fact exist in our state and

WHEREAS, notwithstanding the free services of the Connecticut State Employment Service, many of our Connecticut employers do not use its free services or do not avail themselves fully of all the services offered,

NOW, THEREFORE, I, THOMAS J. MESKILL, Governor of the State of Connecticut, acting by virtue of the authority vested in me under the fourth article of the Constitution of the State and in accordance with Section 3-1 of the General Statutes, do hereby ORDER and direct, as follows, by this Executive Order:

- I. The Labor Commissioner shall be responsible for the administration of this Order and shall do all acts necessary and appropriate to achieve its purpose. Upon promulgation of this Order, the Commissioner of Finance and Control shall issue a directive forthwith to all state agencies, that henceforth all state contracts and subcontracts for construction on public buildings, other public works and goods and services shall contain a provision rendering such contract or subcontract subject to this Order, and that such contract or subcontract may be cancelled, terminated or suspended by the Labor Commissioner for violation of or noncompliance with this Order, notwithstanding that the Labor Commissioner is not a party to such contract or subcontract.
- II. Every contractor and subcontractor having a contract with the state or any of its agencies, boards, commissions, or departments, every individual partnership, corporation, or business entity having business with the state or who or which seeks to do business with the state, and every bidder or prospective bidder who submits a bid or replies to an invitation to bid on any state contract shall list all employment openings with the office of the Connecticut State Employment Service in the area where the work is to be performed or where the services are to be rendered.
- III. All state contracts shall contain a clause, which shall be a condition of the contract that the contractor and any subcontractor holding a contract directly under the contractor shall list all employment openings with the Connecticut State Employment Service. The Labor Commissioner may allow exceptions to listings of employment openings, which the contractor proposes to fill from within its organization from employees on the rolls of the contractor on the date of publication of the invitation to bid or the date on which the public announcement was published or promulgated advising of the program concerned.
- IV. Each contracting agency of the state shall be primarily responsible for obtaining compliance with this Executive Order. Each contracting agency shall appoint or designate from among its personnel one or more persons who shall be responsible for compliance with the objectives of this Order.

- V. The Labor Commissioner shall be and is hereby empowered to inspect the books, records, payroll and personnel data of each individual or business entity subject to this Executive Order and may hold hearings or conferences, formal or informal, in pursuance of the duties and responsibilities hereunto delegated to the Labor Commissioner.
- VI. The Labor Commissioner or any agency officer or employee in the executive branch designated by regulation of the Labor Commissioner may hold such hearings, public or private, as the Labor Commissioner may deem advisable for compliance, enforcement or educational purposes under this Order.
- VII. (a) The Labor Commissioner may hold or cause to be held hearings, prior to imposing, ordering, or recommending the imposition of penalties and sanctions under this Order. In accordance herewith, the Commissioner or the appropriate contracting agency may suspend, cancel, terminate, or cause to be suspended, cancelled, or terminated in accordance with law any contract or portion or portions thereof for failure of the contractor or subcontractor to comply with the listing provisions of the contract. Contracts may be cancelled, terminated, suspended absolutely or their continuance conditioned upon a program for future compliance approved by the contracting agency.
- (b) Any contracting agency taking any action authorized by this Order, whether on its own motion or as directed by the Labor Commissioner, shall promptly notify him of such action. Whenever the Labor Commissioner makes a determination under this Order, he shall promptly notify the appropriate contracting agency of the action recommended. The agency shall report the results to the Labor Commissioner promptly.
- VIII. If the Labor Commissioner shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless he has satisfactorily complied with the provisions of this Order.

This Order shall become effective sixty days after the date of this Order.

Dated at Hartford, Connecticut, this 15th day of February 1973.

/s/ Thomas J. Meskill
Governor

Filed this 15th day of February 1973.
/s/ Harry Hammer
Secretary of The State (Deputy)

Exhibit G

State of Connecticut
By His Excellency
John G. Rowland
Governor

Executive Order No. Sixteen

WHEREAS, the State of Connecticut recognizes that workplace violence is a growing problem that must be addressed; and

WHEREAS, the State is committed to providing its employees a reasonably safe and healthy working environment, free from intimidation, harassment, threats, and /or violent acts; and

WHEREAS, violence or the threat of violence by or against any employee of the State of Connecticut or member of the public in the workplace is unacceptable and will subject the perpetrator to serious disciplinary action up to and including discharge and criminal penalties.

NOW, THEREFORE, I, John G. Rowland, Governor of the State of Connecticut, acting by virtue of the authority vested in me by the Constitution and by the statutes of this state, do hereby ORDER and DIRECT:

1. That all state agency personnel, contractors, subcontractors, and vendors comply with the following **Violence in the Workplace Prevention Policy:**

The State of Connecticut adopts a statewide zero tolerance policy for workplace violence.

Therefore, except as may be required as a condition of employment☺

- No employee shall bring into any state worksite any weapon or dangerous instrument as defined herein.
- No employee shall use, attempt to use, or threaten to use any such weapon or dangerous instrument in a state worksite.
- No employee shall cause or threaten to cause death or physical injury to any individual in a state worksite.

Weapon means any firearm, including a BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocket knife), including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon.

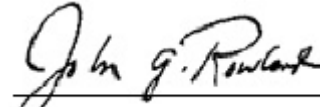
Dangerous instrument means any instrument, article, or substance that, under the circumstances, is capable of causing death or serious physical injury.

Violation of the above reasonable work rules shall subject the employee to disciplinary action up to and including discharge.

2. That each agency must prominently post this policy and that all managers and supervisors must clearly communicate this policy to all state employees
3. That all managers and supervisors are expected to enforce this policy fairly and uniformly.
4. That any employee who feels subjected to or witnesses violent, threatening, harassing, or intimidating behavior in the workplace immediately report the incident or statement to their supervisor, manager, or human resources office.
5. That any employee who believes that there is a serious threat to their safety or the safety of others that requires immediate attention notify proper law enforcement authorities and his or her manager or supervisor.
6. That any manager or supervisor receiving such a report shall immediately contact their human resources office to evaluate, investigate and take appropriate action.

7. That all parties must cooperate fully when questioned regarding violations of this policy.
8. That all parties be advised that any weapon or dangerous instrument at the worksite will be confiscated and that there is no reasonable expectation of privacy with respect to such items in the workplace.
9. That this order applies to all state employees in the executive branch.
10. That each agency will monitor the effective implementation of this policy.
11. That this order shall take effect immediately.

Dated in Hartford, Connecticut, this fourth day of August, 1999.


JOHN G. ROWLAND, Governor

Filed this 4th day of August 1999.

/s/ Susan Bysiewicz

SUSAN BYSIEWICZ, Secretary of the State



Exhibit H

Security Addendum

A. Information Security Program – Manager agrees and represents that it currently maintains information protection practices and procedures (“Security Program”) that comply with industry best practice and applicable Privacy Law (as defined below) as a means to preserve the confidentiality and security of the Treasurer’s Information (as defined below) in its possession or control or of which it has the ability to access or impact.

"Treasurer Information" includes the following, regardless of the media in which it is contained, that may be disclosed to or accessed by Manager in connection with or incidental to the performance of services for or on behalf of Treasurer or by any other means:

- a) Any information relating to an identified or identifiable individual (such as name, postal address, email address, telephone number, date of birth, Social Security number, driver's license number, account number, credit or debit card number, health or medical information, or any other unique identifier); and
- b) Confidential non-public business information; and
- c) Any Information defined as "Confidential" by the Agreement to which this Addendum is attached.

Manager's Security Program must include at a minimum:

- 1. Appropriate administrative, technical and physical safeguards and other security measures designed to ensure the security and confidentiality of Treasurer Information.
- 2. A security design intended to prevent any compromise of its own information systems, computer networks or data files by unauthorized users, viruses or malicious computer programs which could in turn be propagated to Treasurer.
- 3. Appropriate internal practices including, but not limited to, encryption of data in transit or at rest; using appropriate firewall and antivirus software; maintaining these countermeasures, operating systems and other applications with up-to-date virus definitions and security patches so as to avoid any adverse impact to Treasurer’s systems or Information; and appropriate logging and alerts to monitor access controls and to assure data integrity and confidentiality.
- 4. All persons with authorized access to Treasurer Information must have a documented genuine business need-to-know prior to access.

B. Training and Supervision – Manager agrees that it maintains adequate training programs to ensure that its employees and any others acting on its behalf are aware of and adhere to its information Security Program. Manager shall exercise necessary and appropriate supervision over its relevant employees to maintain appropriate confidentiality and security of Treasurer Information.

C. Data Incidents - Manager agrees to immediately notify Treasurer’s General Counsel by phone of any reasonably suspected or actual loss of data or breach or compromise of its Information Security Program which has or may result in the loss or unauthorized access, disclosure, use or acquisition of Treasurer Information (including hard copy records) or otherwise presents a potential threat to any Treasurer systems ("Data Incident"). While the initial phone notice may be in summary form, a comprehensive written notice should be provided within 48 hours to Treasurer’s General Counsel. The notice shall summarize in reasonable detail the nature and scope of the Data Incident and the corrective action already taken or to be taken by Manager. The notice shall be timely supplemented in the detail reasonably requested by Treasurer, inclusive of relevant forensic reports. Manager shall promptly take all necessary and advisable corrective actions, and shall cooperate fully with Treasurer in all reasonable efforts to mitigate the adverse effects of a Data Incident and to prevent its recurrence.

Manager acknowledges that it is solely responsible for the confidentiality and security of Treasurer Information in its possession, custody or control, or for which Manager is otherwise responsible, and shall hold Treasurer harmless from any suspected or actual breach or other compromise of Treasurer Information while in Manager's possession, custody or control, or for which Manager is otherwise responsible. The parties will collaborate on whether any notice of breach is required to be given to any person, and if so, the content of that notice. Treasurer will designate a signatory to the notice. Manager will bear all costs of the notice.

D. Third Parties – Manager shall not share, transfer, disclose or otherwise provide access to any Treasurer Information to any third party unless Treasurer has authorized Manager to do so in writing. Manager will ensure that any third party it may authorize to perform any of the services required by its contract with Treasurer shall be obligated to have an information Security Program equivalent to that required of Manager (which includes all terms of this Security Addendum). Further, regarding any Data Incident, Manager shall contractually preserve for itself - or Treasurer - all such rights as Treasurer has in section (C) above. Regarding audit rights, Manager shall contractually preserve for itself - or Treasurer - all such rights as Treasurer has in section (F) below. Manager shall not share Treasurer Information with any other third party without prior written approval or, if required to comply with legal process, only after notice to Treasurer. Manager shall only retain third parties that are capable of performing the delegated obligations in accordance with this Information Security Addendum.

E. Ownership and Usage - Any Treasurer Information, including in any reconfigured format, shall at all times be and remain the sole property of Treasurer, unless agreed otherwise in writing by Treasurer. Any usage of Treasurer Information is limited to the sole purpose expressly authorized by this contract.

F. Security Review and Audit -

1. Treasurer's Information Technology (IT) Group may conduct a security review of Manager's Information Security Program when determined reasonably required by Treasurer.

2. At Treasurer's request, Manager will provide Treasurer copies of its data privacy and security policies and procedures that apply to Treasurer Information. Subject to reasonable notice, Manager shall provide the Treasurer's IT Group an opportunity to conduct a privacy and security audit of Manager's Information Security Program and systems and procedures that are applicable to the services provided by Manager to Treasurer. Such audit may be conducted on-site by Treasurer personnel or Treasurer's contracted third-party assessors or through surveys and interviews, at the option of Treasurer.

3. In the event Manager has any security audits or reviews of its own systems, performed by Manager or a third party, including vulnerability and penetration assessments, it will give Treasurer notice of any current findings that are likely to adversely impact Treasurer Information, and will keep Treasurer timely informed of its remediation efforts.

G. Compliance – Manager shall comply with (i) all applicable legal requirements (federal, state, local and international laws, rules and regulations and governmental requirements) currently in effect and as they become effective, relating in any way to the privacy, confidentiality or security of Treasurer Information; (ii) all applicable industry standards concerning privacy, data protection, confidentiality or information security; and (iii) applicable privacy policies, statements or notices that are provided to Manager in Writing; and (iv) controls required by the IT Group Security Review (collectively referred to as "Privacy Laws").

H. Mobility and Transfer of Data -

1. No Treasurer Information shall be stored, transported or kept on a laptop or any other mobile device or storage media, including USB, "thumb drives", DVDs, CDs, unless encrypted using an encryption methodology approved in writing by Treasurer.

2. All electronic data transfers must be via secure FTP or other Treasurer approved protocol and/or in approved encrypted form.

3. Any physical removal or transfer of Treasurer Information from Treasurer's or Manager's facilities shall be conducted only according to controls developed or approved by Treasurer's IT Group.

I. Notice of Process - In the event Manager receives a governmental or other regulatory request for any Treasurer Information, it agrees to immediately notify Treasurer's General Counsel so that Treasurer shall have the option to defend such action. Manager shall reasonably cooperate with Treasurer in such defense.

J. Security Certification – Manager must maintain a level of security certification or assessment consistent with best practices and by a qualified third party reasonably acceptable to Treasurer (such as ISO 27001 or 27018). Such certifications shall be provided to Treasurer as reasonably requested by Treasurer.

K. Secure Disposition – Manager shall either return or dispose of Treasurer Information if no longer needed for Treasurer's business or legal purposes or upon contract termination or upon Treasurer's direction which may be given at any time. Any disposal must ensure that Treasurer Information is rendered permanently unreadable and unrecoverable. Upon reasonable notice and if requested by Treasurer, Manager shall provide Treasurer a certification by an officer of compliance with this section.