

CONTRACTOR CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

The undersigned is a contractor ("Contractor") contracted by the Tennessee State University Board of Trustees to conduct a financial and information technology process review (the "Services") with respect to Tennessee State University ("TSU"). As part of Contractor's role, Contractor will receive information or otherwise be privy to information governing TSU's operations, finances, data systems, activities, records, students, personnel and related matters (collectively referred to as "TSU Information"). TSU Information may also include information that is confidential, secret, proprietary or otherwise protected by applicable law, rule or regulation, and may further include information or documents provided by or on behalf of TSU that should reasonably be treated as confidential and/or proprietary.

Contractor agrees that Contractor will treat all TSU Information as confidential both during and after the performance of the Services. Contractor agrees not to disclose any TSU Information, directly or indirectly, or use it in any way, either during the course of providing the Services or at any time thereafter, except as required in the course of providing the Services, which includes the presentation of any resulting report. Contractor agrees not to remove or otherwise transmit TSU Information without express prior written consent of the President of TSU (the "President"), except where such TSU Information is required to be disclosed under applicable law, legal process, government action, regulation, or professional standard. To the extent that Contractor is requested or required to disclose TSU Information, and such disclosure is unrelated to the course of the Services, the Contractor will provide TSU with prompt notice in advance of such disclosure so that the TSU may seek a protective order or other appropriate remedy, and the Contractor shall cooperate with TSU in pursuing any such course of action. In the event that such protective order or other remedy is not obtained, the Contractor will furnish only such information as Contractor is legally required to disclose and will exercise its best efforts to obtain assurance that confidential treatment will be accorded to any information which it is required to disclose.

Notwithstanding the foregoing, Contractor may disclose (including through discussions) or otherwise disseminate any TSU Information to authorized individuals or entities and subject to TSU's express written authorization for the same. For purposes of this Agreement, "authorized individuals or entities" shall be limited to the President; TSU's General Counsel; third-party regulators; Contractor's employees and contractors who have a need to know; third-parties providing services on behalf of Contractor necessary to conduct the Services, such as to perform conflicts checks, for Contractor's financial accounting purposes and/or for administrative or information technology purposes (collectively referred to as "Third-Party Processing Services") and other TSU employees necessary to carry out Contractor's contracted duties and responsibilities. To the extent that Contractor discloses TSU Information to authorized individuals or entities within Contractor's employ, direction or control, Contractor shall ensure that Contractor has a written agreement with the party sufficient to require the authorized individuals or entities to treat information in accordance with this Agreement or otherwise provides notice sufficient to advise the authorized individuals or entities within Contractor's employ, direction or control to treat information in accordance with this Agreement.

At any time upon the request of TSU, the Contractor shall promptly return to TSU and/or destroy all TSU Information provided by TSU which are in the Contractor's possession or control, without retaining any copy, extract or reproduction thereof and shall, upon request of TSU, confirm such return and/or destruction in writing. Notwithstanding the return and/or destruction of TSU Information, Contractor will continue to be bound by the confidentiality and other obligations created hereby. Contractor acknowledges that TSU relies upon Contractor's acceptance of these terms in carrying out Contractor's responsibilities with respect to TSU. Further, notwithstanding the foregoing, to the extent that a copy of any TSU Information is required to be maintained pursuant to any law, regulation, rule of any regulatory or self-regulatory body applicable to Contractor or to the extent required to comply with Contractor's internal policies and in accordance with its customary practices for data backup and storage and for defending or maintaining any litigation or other proceedings relating to the Services, a copy of such materials may be retained by Contractor so long as such TSU Information is maintained and used in a manner consistent with the confidentiality obligations of Contractor set forth herein. Additionally, nothing herein shall require the return or destruction of TSU Information stored in automatic electronic backup systems, including but not limited to email, if

such return would be commercially or technically infeasible, provided that any such retained TSU Information shall be subject to the non-disclosure and use restrictions imposed herein for so long as such TSU Information is retained.

Please indicate, by signing below, your acceptance of the terms of the Confidentiality and Nondisclosure Agreement and commitment to abide by it.

Contractor: _____

Title: _____

Signature: _____

Date: _____