

ACTUARIAL SERVICES AGREEMENT

This Actuarial Services Agreement ("Agreement"), executed as of _____, 2006 sets forth the terms of the contractual relationship between _____, ("Actuary") and the Colorado Public Employees' Retirement Association ("PERA") with regard to Actuary's provision to PERA of certain actuarial and consulting Services for or on behalf of PERA, all of which Services are more particularly described in Exhibit A attached hereto (the "Services").

1. The Services; Provision of PERA's Data. In consideration for, and subject to, the mutual undertakings set forth herein, Actuary agrees to provide the Services described in this Agreement. Exhibit A ("Scope of Services") identifies the scope of the Services PERA has requested, the time frames within which the Services are to be provided, the deliverables the Actuary is expected to produce and various other details of the Services. Actuary also agrees to provide the Services in accordance with the Schedule of Deliverables in Exhibit B, which shall be updated annually and may be modified upon agreement of the parties. The Services to be provided by Actuary may require PERA to deliver to Actuary certain data, documents or other information, all in a timely and accurate manner. Actuary will assume the information supplied by PERA (or which is supplied on its behalf) is accurate and complete. Actuary, however, shall promptly notify PERA if Actuary discovers a material inaccuracy, error or omission.

2. Term and Termination. The initial term of this Agreement will be _____ months beginning _____ and ending _____. This Agreement will automatically be extended for additional terms of twelve months each unless PERA or Actuary gives written notice to the other at least ninety days before the expiration of the initial or any subsequent term. Notwithstanding the foregoing, this Agreement may be terminated by PERA with or without cause upon thirty days notice to Actuary. This Agreement may be terminated by Actuary upon a material breach of the Agreement by PERA (including without limitation failure to pay all fees and expenses when due) which has not been cured within thirty days following its receipt of written notice of such breach.

3. Fees and Expenses, Invoicing and Payment. For and during the term of this Agreement, PERA will pay Actuary the Fees specified on Exhibit C hereto ("Schedule of Fees").

4. Independent Contractor; Service Provider. Nothing in this Agreement is intended or shall be construed to give Actuary discretionary authority or discretionary responsibility in the administration of PERA's Plan. The relationship of Actuary (or any of its officers, directors or employees) to PERA (or any of its affiliates, agents, successors, assigns, the board of Trustees of the Public Employees' Retirement Association and any trustee, former trustee, fiduciary employee, executive director, deputy executive, director, officer, employee and each successor thereto) is intended to be only that of an independent contractor and service provider and not employee, agent or other similar relationship.

5. Standard of Care. Actuary warrants to PERA that the Services performed under this Agreement will be performed in accordance with generally accepted industry standards and with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.

6. Conflicts of Interest. Except as otherwise provided by this Agreement, Actuary shall not provide any services, similar to the Services listed in Exhibit A, to third parties relating to PERA without PERA's prior written consent. Further, without PERA's prior written consent,

Actuary shall not provide services, studies or analysis to third parties regarding persons or employers who are or may become affiliated with PERA.

7. PERA Indemnified. Actuary will indemnify and hold harmless PERA and its affiliates, agents, successors, assigns, the board of Trustees of the Public Employees' Retirement Association and any trustee, former trustee, fiduciary employee, executive director, director, officer, employee and each successor thereto, (collectively referred to as "PERA Indemnified Parties"), from and against any liabilities, damages, settlements, costs, and expenses (including reasonable attorneys' fees) arising out of or related to any claims, lawsuits or proceedings of any nature made or brought against PERA Indemnified Parties by any third party (including any Plan, Plan Administrator or third party beneficiary claiming rights hereunder) arising out of or related to Actuary's acts or omissions under this Agreement, except when such liabilities, damages, settlements, costs or expenses are attributable to the sole negligence, fraud or willful misconduct of PERA or breach of this Agreement by PERA. PERA will promptly notify Actuary of any such claim, lawsuit or proceeding. PERA will have control over the defense and settlement of any such claim, lawsuit or proceeding, in which case Actuary shall pay all damages, settlements, costs and expenses, including defense costs, fees and expenses, as required by the indemnification in this provision. To the extent damages are incurred by PERA as a result of the acts or inaction of Actuary its agents, affiliates, assigns or affiliated parties, PERA shall be entitled to recover damages provided by law without limitation as to form or amount. Actuary will maintain insurance consistent with Exhibit D hereto.

8. Dispute Resolution. In the event of a breach of this Agreement or a dispute as to the meaning of this Agreement or any of its terms which the parties cannot resolve by themselves amicably through direct discussions, the parties agree to submit any such dispute to resolution in the following manner, unless otherwise mutually agreed to by the parties to seek direct resolution in courts. The parties shall endeavor to resolve the dispute in good faith through the use of non-binding mediation as administered by the American Arbitration Association and under its Commercial Mediation Rules. If within ninety days after one party notifies the other in writing of the existence of a dispute and the relief requested which it desires to be resolved by mediation, and provided the dispute is not resolved within such ninety-day period through such mediation, then the either party may seek recourse through litigation filed in the courts located in Denver, Colorado.

9. Force Majeure. Notwithstanding anything else in this Agreement, no default, delay or failure to perform on the part of either party shall be considered a breach of this Agreement if such default, delay or failure to perform is shown to be due to causes beyond the reasonable control of the party charged with such default, including, but not limited to, causes such as strikes, lockouts or other labor disputes, riots, civil disturbances, disruption of utilities or communications, action or inaction of governmental authorities, epidemics, war, embargoes, severe weather, fire, earthquakes, acts of God or the public enemy, acts of terrorism, nuclear disasters, or default of a common carrier; provided that for the duration of such force majeure the party charged with such default must continue to use all commercially reasonable efforts to overcome such force majeure. Actuary represents that it has a disaster recovery plan in place and performs disaster recovery tests on an annual basis.

10. Confidentiality. Actuary recognizes that in the course of this Agreement, information will be provided by PERA or on PERA's behalf consisting of member information, investment information or administrative information ("Confidential Information"). Actuary shall treat the Confidential Information as it would treat its own confidential trade secret or business information, and shall only use such information for purposes of performing its obligations under this Agreement. Except as otherwise provided in this paragraph, Actuary agrees not to disclose

the PERA's Confidential Information to anyone except its own respective employees who have a need to know such information, which employees will be instructed to maintain the confidentiality of the Confidential Information in the same manner as they would the confidential trade secret or business information of their own company. If Actuary is compelled to disclose PERA's Confidential Information by law, legal process or regulatory authority, Actuary will notify PERA in writing prior to the disclosure of such information.

11. Actuary's Proprietary Rights; Work Product. PERA acknowledges and agrees that all proprietary rights (including, but not limited to, trade secrets, copyrights, trademarks, service marks, and trade names) in specifications, data base structures, techniques, know-how, methods, procedures and documentation used by Actuary to perform the Services, (other than in PERA's Confidential Information, data, documents or other information provided by or on behalf of PERA), including all additions, improvements and modifications made thereto in the course of Actuary performing Services, hereunder and hereafter ("Proprietary Information"), are proprietary in nature and belong exclusively to Actuary. Actuary grants to PERA in connection with this engagement a limited non-exclusive license for PERA's use of such Proprietary Information in relation to the work product Actuary produces for PERA. The license used does not include PERA's dissemination of the Proprietary Information to third parties except in connection with the work product. PERA will retain ownership of the work product Actuary delivers to PERA in connection with this engagement (which shall include the deliverables listed in Exhibit A) and in any information specific to PERA's employees or business, and as such, PERA shall have the exclusive right to use, reproduce and adapt such work product for any purposes as PERA deems appropriate.

12. Complete Agreement; Governing Law; Compliance with Laws; No Assignment; Amendment. This writing contains the entire agreement of the parties with respect to the matters dealt with herein, supercedes all previous agreements between the parties with respect to the matters dealt with herein, and there are no promises, understandings or agreements of any kind pertaining to this Agreement other than stated herein. This Agreement will be construed and enforced in accordance with the laws of the State of Colorado. The parties agree that any lawsuit, claim or legal proceeding involving, directly or indirectly, any matter arising out of or related to this Agreement or the relationship created or evidenced thereby shall only be brought in the District Court in the City and County of Denver, State of Colorado or the U.S. District Court, District of Colorado (collectively, the "Court"). The parties further agree not to raise any objection to any lawsuit, claim or legal proceeding being brought in the Court, and expressly consent to the jurisdiction and venue of the Court. The parties agree to comply with all provisions of law applicable to this Agreement and the Services to be performed hereunder and with all applicable rules, regulations, orders, and directives of all governmental bodies having jurisdiction. Neither party may voluntarily or involuntarily assign its rights or delegate its duties under this Agreement to any person without the prior written consent of the other party. This Agreement may be amended only by a writing signed by the parties hereto.

13. Post-Termination Provisions. Paragraphs 3, 5, 7, 8, 10, 11 and 12 shall survive termination of this Agreement.

Please indicate your agreement to and acceptance of the terms set forth in this Agreement by signing below.

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

ACTUARY

**COLORADO PUBLIC EMPLOYEES'
RETIREMENT ASSOCIATION**

By: _____

By: _____

Its: _____

Its: _____

Exhibit A

Scope of Services

[TO BE DETERMINED]

Exhibit B

Schedule of Deliverables

[TO BE DETERMINED]

Exhibit C

Schedule of Fees

In consideration of the Services provided pursuant to this Agreement, Colorado Public Employees' Retirement Association shall pay to Actuary Consultants the following initial retainer and/or fees:

[TO BE DETERMINED]

Exhibit D

Actuary Insurance Coverage

[TO BE DETERMINED]

Actuary's insurance coverage is renewed on an annual basis.