



**Confidentiality/Privacy Agreement
(Protection of Confidential and/or Sensitive Information)**

I acknowledge the confidential, sensitive and/or protected nature of non-public information held and/or accessed by me regarding our employees, students, donors, patrons, and other members of the College community. Consistent with applicable policies and guidelines, I will maintain the highest level of confidentiality and privacy in all institutional matters in which I may be involved and respect and safeguard the privacy of members of the College community and the confidential nature of their information. Without limiting the general nature of this commitment, I will not access or seek to gain access to confidential information regarding any past or present employee, student, or donor of the College except when fulfilling my authorized job responsibilities. I understand I am responsible for taking reasonable steps to protect confidential or sensitive information (oral or written) that I may have access in the course of business or in the performance of my job responsibilities. I understand that in this context, confidential information is defined as all non-public information that can be personally associated with an individual, in any oral, written or electronic form.

This agreement addresses but is not limited to the following, and includes both employees and students who may also be employees:

- The relevant provisions of the Health Insurance Portability and Accountability Act (HIPAA), as amended
- The relevant provisions of the Family Educational Rights and Privacy Act of 1974 (FERPA), as amended
- Grievance information
- Employee medical and medical management information covered under the Family Medical Leave Act (FMLA) and Americans with Disabilities Act (ADA), including any amendments or succeeding relevant legislation
- Academic records, tests, grades and other related academic information
- Financial aid information or reports
- External database systems or outside service provider (i.e. National Student Loan database)
- General employment records that are not typically public information including faculty promotion
- Information on applicants for College positions
- Proprietary information or research gathered for internal decision-making purposes
- Proprietary research information or correspondence
- Legal advice provided the institution by the HEPC General Counsel, the WV Attorney General's office or contracted legal counsel under the auspices of confidentiality

If in the course of executing my authorized job responsibilities, I accidentally access information that others might consider inappropriate for me to access, I will not disseminate any such information without proper authorization. I will not access, modify, destroy, request or disclose to anyone who has “no need to know” sensitive or confidential information. [Please note that just being an employee/representative of the institution is not sufficient justification for access to privileged, sensitive, confidential or protected information.]

I will not use another’s username and password or other network credentials or provide another the use of an individual’s username and password to gain access to confidential information without proper authorization. I also will not share my username and password with others and will safeguard them as with any other confidential information. I will not disclose confidential information to those who are not authorized to receive it. In addition, I will not, without proper authorization, copy or preserve confidential information by manual, electronic, or any other means, nor will I disseminate any such information without proper authorization. If I am in doubt about whether the authorization provided is “proper”, I will consult with my direct supervisor or the Chief Human Resources Officer.

I acknowledge that if and when I receive a College issued username and password that those issued network credentials are the equivalent of my signature. I understand that I will only access information that is required for me to perform my assigned tasks. I acknowledge that I am not permitted to share my username and password with other employees and if I disclose those to any other person, I will be fully accountable and responsible for any use or misuse by that individual to the same extent as if I had performed the act or omission. Violation of this network privilege can lead to disciplinary action up to and including revocation of all network access and termination of employment. If I have any reason to believe that the confidentiality of my passwords has been violated, I will notify the IT department immediately. If I believe I have been asked to access or release information that falls outside my defined authorized job responsibilities, I will notify the Chief Human Resources Officer and request guidance.

I understand that if I move to another department on campus, I will retain the same username and passwords, although my security access may change. I understand that if my relationship with the College is terminated for any reason, I will no longer have access to College equipment and data. I understand that I am expected to immediately return any College issued equipment and other property.

I _____ have read and understand this agreement. I agree that I will protect and not disclose information in any way that is inconsistent with the appropriate performance of my assigned authorized responsibilities in the normal execution of my job. I understand and agree that a violation of any portion of the confidentiality/privacy agreement renders me subject to disciplinary or corrective actions that may result in sanctions including, but not limited to revocation of employee privileges up to and including termination of employment or contract. Under certain circumstances, disclosure of confidential information may include civil and/or criminal penalties. I acknowledge that this form will become a part of my permanent personnel file.

[Please note that an employee’s/representative’s refusal to sign this form in no way absolves or exempts him/her from being bound by and adhering to the above requirements and provisions.]

Signature: _____

Date: _____

Return this original signed form (do not scan and/or email) to: Human Resources Office Room 125 B&O Building, Wheeling Campus
