

INFORMATION SECURITY CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement, including any addenda, (collectively this “Agreement”) is entered into between West Liberty University and the undersigned, a member of the Workforce (the “User”). West Liberty University and the User are jointly referred to herein as the “Parties”.

WHEREAS, the purpose of this Agreement is to secure the Confidential Information West Liberty University collects, stores, uses and discloses. Accordingly, West Liberty University is concerned with protecting the Privacy, Confidentiality, Integrity and Availability of this information, in its paper, electronic and verbal forms; and

WHEREAS, this Agreement is being instituted to ensure that all members of the Workforce fully understand their obligations to limit their Use of Confidential Information and to protect such information from Unauthorized Disclosure.

NOW, THEREFORE, the Parties agree as follows:

1. Definitions:

a. **Confidential Information** means information that includes, but is not limited to, education records, demographic, medical, and financial information in any form protected by statute or when the release of which would constitute an unreasonable invasion of Privacy, unless the public interest by clear and convincing evidence requires Disclosure in the particular instance, as approved by the designated West Liberty University counsel or designee. Confidential Information also includes Personally Identifiable Information (PII), as that term is defined below. Confidential Information may be in paper, electronic and verbal forms, and includes images as well as text. Confidential Information includes all information designated confidential by law, rule, policy or procedure, as may be amended from time to time, (collectively referred to herein as “Policy”), such as passwords, client names, trade secrets, information concerning any taxpayer (from any return, declaration, application, audit, investigation, film, record or report) and security audits.

b. **Disclosure** means the release, transfer, provision of access to, sale, divulgence or communication in any other manner of information outside the entity holding the information, in accordance with Policy, as may be amended from time to time.

c. **Need to Know** means the principle that West Liberty University a User shall only have Signature Access to the minimum information necessary to perform a particular function in the exercise of his or her responsibilities.

d. **Personally Identifiable Information or PII** means all information that identifies, or can be used to identify, locate, contact, or impersonate a particular individual. PII also includes Protected Health Information (PHI) as that term is defined below. PII is contained in public and non-public records. Examples may include but are not limited to a specific individual’s: first name (or initial) and last name (current or former); geographical address; electronic address (including an e-mail address); personal cellular phone number; telephone number or fax number

dedicated to contacting the individual at his or her physical place of residence; social security account number; credit and debit card numbers; financial records, including checking, savings and other financial account numbers, and loan accounts and payment history; consumer report information; mother's maiden name; biometric identifiers, including but not limited to, fingerprints, palm prints, facial recognition, full face image and iris scans; driver identification number; birth date; birth, adoption or death certificate numbers; physical description; genetic information; medical, disability or employment records, including salary information; computer information, including information collected through an internet Cookie; and criminal records and history. When connected with one or more of the items of information specified above, PII includes any other information concerning an individual that, if disclosed, identifies or can be used to identify a specific individual physically or electronically.

e. **Protected Health Information or PHI** is a subset of PII and means, with regard to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) covered entities (*see* 45 C.F.R. §106.103), individually identifiable health information, including demographic information, whether oral or recorded in any form or medium that relates to an individual's health, health care services and supplies, or payment for services or supplies, and which identifies the individual or could reasonably be used to identify the individual. This includes information that relates to the past, present, or future physical or mental health condition of an individual; the provision of health care to an individual including, but not limited to, preventive, diagnostic, therapeutic, rehabilitative, maintenance or palliative care as well as counseling, service, assessment, or procedure with respect to the physical or mental condition, or functional status of an individual or that affects the structure or function of the body; or the past, present, or future payment for the provision of health care to an individual; and which includes identity information, such as social security number or driver's license number, even if the name is not included, such that the health information is linked to the individual. Protected Health Information does not include records covered by the Family Educational Right and Privacy Act, 20 U.S.C. 1232g, and employment records held by the entity in its role as employer. FERPA is a Federal law that is administered by the Family Policy Compliance Office (Office) in the U.S. Department of Education (Department). 20 U.S.C. § 1232g; 34 CFR Part 99. FERPA applies to all educational agencies and institutions (e.g., schools) that receive funding under any program administered by the Department.

Under FERPA, a school may not generally disclose personally identifiable information from an eligible student's education records to a third party unless the eligible student has provided written consent.

Once a student reaches 18 years of age OR attends a postsecondary institution he or she becomes an "eligible student," and all rights formerly given to parents under FERPA transfer to the student.

The term "education records" is defined as those records that contain information directly related to a student and which are maintained by an educational agency or institution or by a party acting for the agency or institution.

f. **Use** means the access, utilization, employment, application, examination or analysis of information within an entity that maintains such information.

g. **Workforce** for the purpose of this agreement means employees, student workers, volunteers, trainees, and other persons whose conduct, in the performance of work for West Liberty University, is under the control of West Liberty University, whether or not West Liberty University pays them. Workforce does not include Vendors.

2. Treatment of Confidential Information:

a. The User shall only collect and retain Confidential Information in conformity with Policy.

b. To the extent that the User has a Need to Know Confidential Information, the User may have Access to and shall use such Confidential Information, in conformity with Policy, as may be amended from time to time.

c. The User shall not disclose to anyone, directly or indirectly, any such Confidential Information, unless the individual who is the subject of the Confidential Information consents to the Disclosure in writing or the Disclosure is made pursuant to Policy. At no time shall the Confidential Information be disclosed or used for a personal or non-workrelated reason. If information-specific release provisions and restrictions do not exist, then the User shall only disclose Confidential Information (1) upon approval of the designated West Liberty University counsel or designee; or (2) to individuals who are known by the User to have prior authorization by his or her supervisor to have Access to the information. All of the above applies to release of information in total or fragmented form. When Confidential Information is disclosed, care should be taken to prevent the redisclosure of that information to unauthorized persons or entities. Further, the User shall not misuse any media, documents, forms, or certificates in any manner which might compromise Confidentiality or Security or be otherwise illegal or violate policy, such as altering a record or using a certificate improperly.

d. The User shall protect Confidential Information from unauthorized collection, Use, Access, transfer, sale, Disclosure, alteration, retention or destruction whether accidental or intentional and shall take necessary precautions to secure such Confidential Information to the extent possible.

e. The User is bound by this Agreement and shall continue to protect the Confidential Information to which the User previously had Access, even when he or she no longer has Access to the same, including after termination of the Workforce relationship. The User shall report Incidents pursuant to the [Response to Unauthorized Disclosures](#) procedure

f. If the User has any questions about this Agreement or the Confidentiality of information or its collection, Use or release, he or she shall request clarification from his or her immediate supervisor.

g. Any document, report, study, article or other written information in whatever format that the User prepares, or information in whatever format that might be given to the User as a member of the Workforce, and any software, computer equipment, or any other property including, but not limited to, copyrighted materials that may be made available from time to time, are the property of West Liberty University, or in the custody or control of West Liberty University, and shall remain in West Liberty University's possession, except as specifically consented to by West Liberty University. The User has no ownership rights to or interest in any information owned by or in the custody or control of West Liberty University.

h. The User's Access to Confidential Information is at the sole discretion of West Liberty University, and may be monitored, audited, modified, suspended, or terminated at any time.

i. The User shall comply with this Agreement and any applicable Privacy or Security policy. Such Compliance is a condition of employment and the User's failure to so comply may subject the User to disciplinary action up to and including dismissal. In addition, West Liberty University reserves the right to seek any remedy available at law for any violation of this Agreement. Further, the User may be subject to civil and criminal penalties for the unauthorized Use or Disclosure of Confidential Information.

j. The User understands that failure to adhere to this confidentiality agreement and/or any ITS policies and procedures and/or any other policies and procedures governing information security may result in disciplinary action up to and including termination of employment and/or expulsion from the University.

k. The User is responsible for reviewing and complying with all Information Technology Services Administrative Policies and Procedures all of which are available in the Information Technology Services Office and online at:

(Insert Contact Information).

Printed Name

Signature

Date