

University of West Alabama Confidentiality Agreement

The undersigned employee, consultant, volunteer, or student understands and agrees as follows:

1. In the performance of my assigned responsibilities, I may gain access to sensitive or confidential information and records that may be protected from disclosure by federal or state law. I understand that unauthorized disclosure of such Protected Information can adversely impact the University, individual persons, or affiliated organizations. Examples include, but are not limited to:
 - Educational records protected under the Family Educational Rights and Privacy Act of 1974 (FERPA) (34 CFR Part 99)
 - Student or personnel information—employment records, social security numbers, grades, or other personally identifiable student information, performance evaluations, disciplinary actions, etc.
 - Patient information—medical records, physician-patient conversations, admittance information, patient/member financial information, other personally identifiable health information, etc.
 - Third party information—information protected by non-disclosure agreements or other contractual obligations.
 - University of West Alabama information—financial and statistical records, job applications, unpublished strategic plans, internal reports, memos, contracts, peer review information, communications, proprietary computer programs, source code, proprietary technology, etc.
 - Copyrighted material, experiments, procedures, research material, and other intellectual property.
 - Third party information—computer programs, client and vendor proprietary information, source code, proprietary technology, etc.
2. I shall treat ALL information accessible to me in the performance of my assigned responsibilities as Protected Information, regardless of its format (e.g., electronic, paper, oral), unless and until advised otherwise by my direct supervisor, _____. I shall use Protected Information for the sole purpose of performing my assigned responsibilities. I shall not disclose Protected Information to **ANYONE** without prior authorization from my supervisor, _____.
3. I shall not permit myself or any other person to copy or reproduce Protected Information other than what is required in the regular performance of my assigned responsibilities.
4. I shall not use my access permissions to alter, delete, or enter fraudulent information into any academic, financial, or other educational records pertaining to me.

5. I shall immediately report to my supervisor any unauthorized use, duplication, or disclosure of Protected Information by myself or others.
6. I further understand and agree that I have no right or ownership interest in any confidential information that I may have access to as part of my affiliation with the University and that my obligations to keep such information confidential will remain in effect even after my affiliation with the University of West Alabama ceases.
7. Upon termination of employment, contractual , or voluntary performance period, or student research responsibilities, I will return to UWA all project notebooks, records, data, programs, models, and supplies or equipment in any nature in my possession or under my control pertaining to the Protected Information, except to the extent, if any, specifically authorized in writing by UWA.
8. I understand that any failure to adhere to one or more of the above listed conditions and responsibilities will subject me to disciplinary action that may result in prosecution through appropriate University judicial processes, discharge from employment, expulsion from the University, and civil and criminal legal sanctions.
9. This Agreement is to be governed by and construed according to the laws of the State of Alabama.

Student, Employee, Volunteer, or Consultant Name (Print)

Signature

Date

Supervisor (Print)

Supervisor Signature

Date

The original form will be submitted to the Institutional Review Board (IRB) Chair and a copy in the personnel file.

Witness (Print)

Witness Signature

Date