

Elon University Data Access Agreement

As an employee of the University, you have been assigned to a role that requires access to confidential data and information. "Confidential data and Information" shall include, but not be limited to, (a) any proprietary business information, in any form, of the University that is not generally known by the public; (b) personally identifiable private or protected information regarding any of the University's faculty, staff, or students; and/or (c) regulated data protected by the Family Educational Rights and Privacy Act (FERPA), the Health Insurance Portability and Accountability Act (HIPAA), and the Payment Card Industry Data Security Standard (PCI DSS). As a condition of your access, you agree to the following terms and conditions:

Keep it confidential. Don't share.

You agree to hold any Confidential Information that you may learn in strict confidence and will exercise a reasonable degree of care to prevent disclosure to others.

Don't copy or reproduce.

You will not reproduce by copy or email any Confidential Information for any use outside of the purpose for which you were granted access.

Use only as your role and responsibilities require.

You agree to comply with all University and Departmental policies and procedures when performing your duties, including but not limited to when accessing University data. Such University policies and procedures include, as applicable, the Faculty Handbook, Staff Manual, and all [relevant policies regarding use of University IT resources](#).

Failure to comply with this agreement may result in one or more of the following:

- Temporary or permanent revocation of access to some or all computing, networking and other technology resources
- Disciplinary action according to applicable University policies
- Legal action according to applicable laws and contractual agreements

These terms and conditions are further explained in the ***Confidentiality Agreement for Elon University Data Access***.

Signing below signifies that you agree to the terms and conditions of the agreement stated above.

Confidentiality Agreement for Elon University Data Access

As an employee of the University, you have been assigned to a role that requires access to University data. As a condition of your access, you agree to the following terms and conditions:

1. For the purposes of this Agreement, “Confidential Information” shall include, but not be limited to, (a) any proprietary business information, in any form, of the University that is not generally known by the public; (b) personally identifiable private or protected information regarding any of the University’s faculty, staff, or students; and/or (c) confidential student education records and information protected by the Family Educational Rights and Privacy Act (FERPA), the Health Insurance Portability and Accountability Act (HIPAA), and the Payment Card Industry Data Security Standard (PCI DSS).
2. You agree to hold any Confidential Information that you may learn in strict confidence and will exercise a reasonable degree of care to prevent disclosure to others. Except as necessary for the purpose of performing your role, duties, and obligations under this Agreement, or pursuant to written authorization from the University, or as required by law, you agree to hold in confidence the Confidential Information and will not: (a) directly or indirectly reveal, report, publish, disclose, or transfer Confidential Information to any person or entity; or (b) use or reproduce any Confidential Information for any use outside of the purpose for which you were granted access.
3. In the event that you are requested or required by legal process to disclose any Confidential Information, you agree to give prompt notice so that the University may seek a Protective Order or other appropriate relief. In the event that such Protective Order is not obtained, you will disclose only that portion of the Confidential Information which you are legally required to disclose.
4. You agree to comply with all University policies and procedures when performing your duties, including but not limited to when accessing University data. Such University policies and procedures include, as applicable, the Faculty Handbook, Staff Manual, and all relevant policies regarding use of University IT resources. The University reserves the right to remove your access and/or take disciplinary action, up to and including termination, for any violations of the terms and conditions of this Agreement.
5. Should your responsibilities change such that you no longer need this access, or at any time upon request, you shall promptly return to the University any and all copies, in whatever form, of any Confidential Information in your possession.

6. All provisions of this Agreement will be applicable only to the extent that they do not violate any applicable law and are intended to be limited to the extent necessary so that they will not render this agreement invalid, illegal or unenforceable. If any provision of this Agreement or any application thereof will be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of other provisions of this agreement or of any other application of such provision will in no way be affected thereby. This Agreement will be enforceable under the laws of the State of North Carolina.

You represent and warrant that you are not under any pre-existing obligations inconsistent with the provision of this Agreement. Signing below signifies that you agree to the terms and conditions of the Agreement stated above.

Signature: _____ Date: _____

Printed Name: _____

For any place where a brief reminder is to be included:

The data available in this system is (or are???) covered by the *Employee Agreement for Elon University Data Access* that you have signed.

Remember:

- Keep it confidential
- Don't share
- Don't copy or reproduce
- Use only as your role and responsibilities require