



## Confidentiality Agreement

I acknowledge that my work involves sensitive student data housed at GEAR UP SWV. The information is confidential information that must be protected under both State and Federal law, including but not limited to the Family Educational Rights and Privacy Act (FERPA).

**I agree as follows:**

1. For purposes of this Agreement, “confidential information” is defined as information disclosed to me or known by me as a consequence of my employment that is personally identifiable information in any form.
2. During my employment and after the termination of my employment, I will hold the confidential information in trust and confidence and will not use or disclose it or any embodiment thereof, directly or indirectly, except as may be necessary in the performance of my duties. I understand that any disclosure or unauthorized use could be a violation of both State and Federal law.
3. I specifically acknowledge the privacy rights relating to student education records pursuant to the Family Educational Rights and Privacy Act (FERPA) and to health information pursuant to the Health Insurance Portability and Accountability Act (HIPAA), and I agree to comply with the provisions of these and other laws and policies that impose obligations of confidentiality.
4. I will not include any personally identifiable information in any form of communication with anyone outside of work with GEAR UP SWV. This includes but is not limited to email, instant messaging, faxes, written correspondence of any type and oral correspondence of any type.
5. I will not remove any personally identifiable data from the database, unless authorized in writing to do so by my supervisor. Upon termination of any assignment or as requested by my supervisor, I will return all such materials and copies. Any information that must be utilized by me in the course of my employment shall not be stored on flash drives, CDs or any other device that is not secure. I shall only access the system via a secured website.
6. I will not access, use, or disclose confidential information for any personal purpose or out of curiosity, or allow others to do so.
7. I will report any unauthorized disclosure(s) of confidential information to my supervisor immediately upon becoming aware of such disclosure(s).



8. I will not share my credentials for accessing student data, secured files or the database with any other person for any purpose.
9. I will comply with FERPA and will not access or make any disclosures of student educational records to third parties without prior notice to and consent from GEAR UP SWV or as otherwise provided by law. If I violate the terms of this section, I will immediately provide notice of the violation to GEAR UP SWV.

*I have read the above statements and understand them. I understand that divulging confidential information in violation of this Agreement may make me subject to disciplinary action under applicable civil or criminal penalties under applicable laws and regulations.*

Signed this      day of \_\_\_\_\_, 20\_\_.

EMPLOYEE:

WITNESS:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)