

South Dakota Board of Regents Universities and Special Schools
Information Technology Systems
Employee Confidentiality Agreement

Employees working with IT Systems of the Board of Regents are entrusted with certain responsibilities and special privileges. During the course of their employment, employees may encounter or gain access to information that is sensitive or confidential in nature.

In consideration of my employment and/or continued employment at the Board of Regents, 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, and not generally known outside the Board of Regents Institution. Confidential information may include, by way of illustration and without limitation:
 - Academic records, tests and grades, financial aid reports, or other academic information,
 - Employment records, payroll, or compensation information,
 - Passwords, e-mail, calendars, logs, or other files,
 - Proprietary research data or intellectual property information,
 - Information disclosed pursuant to contract that has been considered and treated by the disclosing party as confidential prior to the time of disclosure,
 - Inventions or discoveries made in the course of my employment.
2. During my employment and after the termination of my employment, I will hold the confidential information of the Institution 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 for the Institution. In particular, I will not seek to obtain any information in the records available to me involving any matter in which I have not received direct work assignment. I will not engage in any conversation or share information in any form with anyone outside my immediate employment, office, or others within the office that do not have a need to know about any matters being handled or researched by my immediate employment.
3. I understand that disclosure could be highly damaging to the Institution, its students, employees, officers, donors or others, and I understand that unauthorized access to, or disclosure of, confidential information is an infringement of BOR policy and may be a violation of federal law.
4. I will not remove materials containing confidential information from the Board of Regents institution which employs me, unless authorized in writing to do so by my supervisor. Any and all such materials are the property of the Office. Upon termination of any assignment or as requested by my supervisor, I will deliver to my supervisor all such materials and copies thereof that I may have in my possession or control.

5. I understand that if I violate this Agreement, I may be subject to disciplinary action or legal action or both.
6. I understand that this requirement of confidentiality and privilege is binding upon me during and after completion of my employment with the Board of Regents and that I may not ever violate the confidentiality or waive the privilege.
7. I understand that my access and security is limited to only myself and should never be shared with anyone.
8. I understand if I become aware of misuse or requests that are contrary to this policy I must make institutional leadership (supervisor/management) aware of the activity. Institutional leadership must notify human resources or the CITO no more than one day after notification by employee.

Acceptance of Responsibility

I have read and understand the information in this agreement (IT Employee Confidentiality Agreement). I agree to abide by this policy and understand that violation of this policy may subject me to disciplinary action up to and including termination of employment.

Print Name

Institution

Signature

Date