

**RESPONSIBLE USE / CONFIDENTIALITY AGREEMENT COMPLIANCE FORM**

Personnel, student, financial, medical, patient and other sensitive information<sup>1</sup> contained within Binghamton University or Binghamton University's Information Systems and/or external SUNY and State Systems are considered confidential. Access to this confidential information and any other information made confidential by law and Binghamton University policy is limited to those individuals whose position requires use of this information. By signing the statement below, you are acknowledging your acceptance and adherence to the confidentiality requirements imposed by federal and state law and Binghamton University policy.

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By virtue of my position at Binghamton University or my position as/through an external party providing services to Binghamton University, I may have access to information which is confidential and is not to be disclosed to any person or entity without appropriate authorization, subpoena, or court order. In order to access confidential information, I agree to adhere to the following itemized guidelines listed below: If I have questions or need guidance, I will consult with my supervisor to determine appropriate action.

1. I understand and acknowledge that improper or inappropriate use of data in the University's Information Systems is a violation of University procedures and may also constitute a violation of federal and state laws.
2. I will only use confidential information in a manner consistent with my authorized access, and the duties and responsibilities of my position.
3. I will not provide or release confidential information to any individual or entity without proper authorization.
4. I will not access or review records or files for which I do not have a legitimate need to know in order to perform my duties.
5. I will not make copies of any records or data except as required in performance of my duties.
6. I will destroy any confidential information for which I no longer have an official business use in a manner appropriate to the medium and consistent with the applicable New York State, Federal, and University Record Retention policies.
7. I will not share any User ID and Password used to access Binghamton University resources with anyone, unless I have specific authorization to do so from my supervisor, or there is a need for an authorized technician to troubleshoot a system problem with my password. In

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<sup>1</sup> The disclosure of information from student records is governed by the Federal Family Educational Rights and Privacy Act (FERPA) [20 U.S.C. § 1232g]. Health information is governed by and protected by state and federal statutes including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and Public Health Law §18. Financial information is protected by the Gramm-Leach-Bliley Act (GLBA). Social Security Number disclosure is governed by the Federal Privacy Act of 1974 and NY State law, which tracks the Federal Privacy Act and limits the collection and use of social security numbers by colleges/universities.

this latter case, I will change my password when the technician's task is complete.

8. I will not use the data for personal use or for commercial purposes.
9. I will refer all requests for information for which there is not an established office procedure to the Office of University Counsel.
10. I will refer external requests for University statistical, academic, or administrative data to the Office of Institutional Research and Assessment, University Counsel, Human Resources, Financial Services or those departments that have been authorized to respond to such requests.
11. I agree to report any unauthorized access to confidential data immediately to my supervisor.
12. I understand that violations of this agreement may result in the revocation of my access privileges to University information systems, may result in appropriate administrative action, including, but not limited to, disciplinary action, and may also subject me to prosecution by state or federal authorities.
13. I understand and agree that my obligation to maintain confidentiality will continue even after I leave the employment of Binghamton University.

I certify that I have read this "Access and Compliance Form" pertaining to access to and use of information contained in employee, applicant, student or donor records, that I understand and agree to comply with the above terms and conditions.

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**Employee/External Party Signature**

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**Date**

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**Employee/External Party Name (Printed)**

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**Employee Department /  
External Party Company Name**