

The UAB Blazerbytes Data Warehouse

Information Confidentiality and Proper Use Agreement

When Completed, Return to HRM Data Systems (AB360, Zip 0103)

As an employee (hereinafter referred to as “Employee”) of the University of Alabama at Birmingham (hereinafter “UAB”), you may have access to what this agreement refers to as “proprietary and confidential information.” The purpose of this agreement is to help you understand your duty regarding confidential information and for you to understand your obligations as to your access to said proprietary and confidential information.

Confidential information may include employee information, financial information, payee information, applicant information, student information, other information relating to UAB, and information proprietary to other companies or persons (“Confidential Information”). You may learn of or have access to some or all of this Confidential Information through a computer system or through your job duties or care of patients.

Confidential Information is valuable and sensitive and is protected by federal and state law and by strict UAB policies. The intent of these laws and policies is to assure that Confidential Information will remain confidential as well as proprietary — that is, that it will be used only as necessary to accomplish UAB’s mission.

As an Employee with access to Confidential Information, you are required to conduct yourself in strict conformance to applicable federal and state laws such as FERPA (Reg. 99.31) and UAB policies governing Confidential Information. Your principal obligations in this area are explained below. You are required to read and to strictly adhere to the obligations and duties established below or in the future by UAB as it relates to Confidential Information. The violation of any of these duties will subject you to discipline, which might include, but is not limited to, immediate termination, loss of privileges to access Confidential Information, loss of employment status at UAB, and legal liability arising from the University or third parties.

As an Employee, you must understand that you will have access to Confidential Information that may include, but is not limited to, information relating to:

- Employees (such as salaries, employment records, disciplinary actions, etc.)
- Applicants and Students (such as application data, interviews, letters of recommendation, grades, disciplinary action, etc.)
- UAB operations (such as financial and statistical records, payee information, strategic plans, internal reports, memos, contracts, peer review information, communications, proprietary computer programs, source code, proprietary technology, etc.), and
- Third parties (such as computer programs, client and vendor proprietary information, source code, proprietary technology, etc.).

Thereby, you agree and accept the following obligations/duties as a condition of and in consideration of your access to Confidential Information.

1. You will use Confidential Information only as needed to perform your identified and legitimate duties as an Employee of the UAB. In particular but without limitation, that:
 - You will only access Confidential Information for which you have a need to know based upon your job description;
 - You will not in any way divulge, copy, release, sell, loan, review, alter or destroy any Confidential Information except as properly authorized within the scope of your professional activities as an Employee of UAB; and
 - You will not misuse Confidential Information or carelessly handle Confidential Information.
2. You will safeguard and will not disclose your access code/ID or any other authorization you have that allows you to access Confidential Information. You accept responsibility for all activities undertaken using your access code and other authorization.
3. Violation of these guidelines constitutes unacceptable use of computing resources, and may violate other University policies and/or state and federal law. Violations may result in immediate termination, revocation of computing resource privileges, academic dishonesty proceedings, faculty, staff or student disciplinary action, or legal action by the University or third parties. (In the case of faculty violations, the disciplinary procedures will be in accordance with the UAB Faculty Handbook.)
4. You shall report activities by any individual or entity that you suspect may compromise the proprietary and confidentiality of Confidential Information. Investigations and reports to the extent possible under federal and state rules and regulations as well as UAB policies shall be maintained in a confidential manner and UAB shall use its best efforts to the extent allowed by law and policies to maintain the confidentiality of the name of the individual reporting the improper activities.
5. You understand this is an Agreement and that you have agreed to certain obligations and responsibilities, in particular but without limitation, at all times during your privileges as an Employee and thereafter forever, you will safeguard and maintain and retain the confidentiality of all Confidential Information. You understand that your obligations under this Agreement will continue after termination as an Employee of UAB.
6. You understand that your privileges hereunder are subject to periodic review, revision, and, if appropriate, renewal. UAB may at any time revoke your access code, other

authorization, or access to Confidential Information and that the right of access to Confidential Information is a privilege granted by the University and not a right.

7. You understand that you have no right or ownership interest in any Confidential Information referred to in this Agreement.

I hereby request access to the University Data Warehouse. I acknowledge that I have read and understand UAB policies regarding data access, use, and disclosure, including an individual's right to privacy. These UAB policies include, but are not limited to, the following: Electronic Data Processing Security (<http://www.iss.uab.edu/Pol/ElectronicDataDtab.pdf>), Information Disclosure (<http://www.iss.uab.edu/Pol/Infotab.pdf>), TUC's Acceptable Use policies, the Student Records Policy (in various catalogs and at www.uab.edu/registrar), and Family Education Rights and Privacy Act of 1974 (see the Student Records Policy). I understand that certain federal and state rules and regulations may apply to the Confidential Information and I understand this Agreement establishes a contract between the parties. By signing this Agreement, I agree to abide by University policies in the use of my access privilege and accept that violation of this Agreement potentially may result in UAB internal disciplinary enforcement actions as well as legal action against me as an individual.

Signature: _____ Date: _____

Printed Name: _____

Approved by:

Other Information:

Department/Unit Head

Social Security Number

Date:

Campus Address

School/VP

UAB Electronic Phonebook Alias

Date:

Affiliation Account Number

Department Name

Subject Areas of Access

Please check the box in the area in which you need access to perform your job. *Check only one box.* If you choose anything other than option one, your request will be forwarded to the data custodian of the area in which you are requesting access for their approval. No access will be given to any personally identifiable information unless approved by subject area data custodian.

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Option 1 Standard Access	Option 2 Academic Departments	Option 3 Admissions Staff	Option 4 Human Resources Detail	Option 5 Comprehensive	Option 6 Restricted
Finance summary and detail data. Human Resource summary and detail data excluding any personally identifiable information*. Student summary and detail data excluding any personally identifiable information*, and excluding any prospect/applicant information.	Finance summary and detail data. Human Resource summary and detail data excluding any personally identifiable information*. Student summary and detail data including any personally identifiable information*, but excluding any prospect/applicant information.	Finance summary and detail data. Human Resource summary and detail data excluding any personally identifiable information*. Student summary and detail data including any personally identifiable information*, and including any prospect/applicant information.	Finance summary and detail data. Human Resource summary and detail data including any personally identifiable information*. Student summary and detail data excluding any personally identifiable information*, and excluding any prospect/applicant information.	Finance summary and detail data. Human Resource summary and detail data including any personally identifiable information*. Student summary and detail data including any personally identifiable information*, and excluding any prospect/applicant information.	Finance summary and detail data. Human Resource summary and detail data including any personally identifiable information*. Student summary and detail data including any personally identifiable information*, and including any prospect/applicant information.

Examples of personally identifiable information in Student and Human Resources systems are: name, social security number, and street address.

If you have questions in determining your subject area access to the data warehouse, call Jim Welch (4-3319) for Human Resource information and Ramsey Scott (4-5120) for Student information.

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Independent Contractors/Third Party Entities Addendum:

This is an addendum to the The UAB Blazerbytes Data Warehouse Information Confidentiality and Proper Use Agreement is to be completed by Individual/Entities which are *not* employees of UAB but perform services on behalf of UAB.

I have hereby requested access to the University Data Warehouse. I acknowledge that I have read and understand UAB policies regarding data access, use, and disclosure, including an individual's right to privacy. These UAB policies include, but are not limited to, the following: Electronic Data Processing Security (<http://www.iss.uab.edu/Pol/ElectronicDataDtab.pdf>), Information Disclosure (<http://www.iss.uab.edu/Pol/Infotab.pdf>), TUCC's Acceptable Use policies, the Student Records Policy (in various catalogs and at www.uab.edu/registrar), and Family Education Rights and Privacy Act of 1974 (see the Student Records Policy). I understand that certain federal and state rules and regulations may apply to Confidential Information and I understand this Agreement establishes a Contract between myself as an individual as well as binds and obligates the entity of which I am an employee to the terms of this Agreement. By signing this Agreement, I, as well as if applicable my employer, agree to abide by UAB policies in the use of my access privileges and accept that violation of this Agreement potentially may result in UAB terminating its relationship with me as well as with the Third Party Corporation or entity of which I am employed. Further, as an Individual or in my capacity as an employee of an entity performing services on behalf of UAB, I shall hold harmless and defend and indemnify UAB for any and all causes of actions whether in equity or law arising out of my breach of the obligations set forth in this Agreement. Said indemnification and hold harmless shall include any and all fees, damages and/or any form of remuneration of which UAB becomes obligated as a result of breach of this Agreement to a third party and/or to an Individual employee of UAB or any other persons of which UAB has a contractual relationship.

INDIVIDUAL

Signature: _____ **Date:** _____

ENTITY/CORPORATION/PARTNERSHIP/LLC

Signature: _____ **Date:** _____

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