



**West Virginia Higher Education Policy Commission  
West Virginia Community and Technical College System**



**Confidentiality and Non-Disclosure Agreement**

The intent of this document is to inform individuals granted access to the data and information collected and maintained by the West Virginia Higher Education Policy Commission (Commission) and the Community and Technical College System (Council) of their responsibilities and obligations related to the protection and proper utilization of the data. Individuals granted access to data have the responsibility to protect the privacy, security, confidentiality, and integrity of the data as part of the conditions of being granted and maintaining access if applicable.

All employees (paid and unpaid, full-time or part-time, interns, technical and non-technical) of the Commission and Council by nature of their positions may have access to confidential and/or personally identifiable information (PII) including student educational records, financial information, employee specific information, information from other state agencies, or other protected information. All employees have the responsibility to 1) protect this data from unauthorized access, modification, disclosure, transmission, or destruction; 2) maintain the confidentiality of any such private personal information that is encountered; and 3) Ensure that all privacy practices are followed at all times.

While much of the data collected and maintained is available to the public, some is considered sensitive, confidential individual-level, and/or PII and have restrictions due to federal or state regulations and laws. Confidential individual-level and/or PII includes all information protected by federal or state laws including, but not limited to the Family Educational Rights and Privacy Act (FERPA), the Higher Education Act of 1965 (HEA), the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the Gramm-Leach-Bliley Act (GLB).

PII includes any information that by itself or in combination with other information, has the potential to directly determine or find the identity of an individual person and could be harmful to an individual if disclosed. Examples of this include but are not limited to social security number, date of birth, first and last name, race/ethnicity, GPA, grades, financial information, and FAFSA information.

Access to data and information is at the sole discretion of the Commission and Council and may be monitored, audited, modified, suspended, or terminated at any time.

## Confidentiality and Non-Disclosure Statement

This confidentiality and non-disclosure statement shall survive after the conclusion of employment or relationship with the Commission and Council. Any employee found to have violated this policy may be subject to disciplinary or corrective actions based upon the policies, rules, and procedures of Commission and Council. These actions may include sanctions including, but not limited to, revocation of privileges up to and including termination of employment. Certain violations, misuse, or disclosures of confidential information may include civil and/or criminal penalties.

- I fully understand that I must protect my password at all times. I recognize that the disclosure of or sharing of passwords is prohibited and that I am accountable for them and for any improper access of data and information gained with these privileges.
- I understand that some of the data and information in which I have or will have access to have restrictions due to federal or state regulations and laws such as FERPA, HEA, HIPAA, or GLB and must be protected in accordance with these laws and regulations.
- I agree to adhere to all state, federal, or Commission and Council privacy and security laws, rules, policies, and procedures.
- I agree to complete all required security and privacy training assigned to me.
- I will not access or attempt to gain access to confidential information in which I do not require access to in order to fulfill my official position responsibilities.
- I will not discuss or disclose any data, records or information that I am not authorized to discuss or disclose. Furthermore, if authorized to share data, I will only use authorized methods of sharing.
- I will exercise care to protect information against accidental or unauthorized access, modifications, disclosures, or destruction.
- When discussing data, records or information with other employees in the course of performing my official responsibilities, I will exercise care to keep the conversation private and not overheard by others who are not authorized to have access to such Information.

By signing this document I certify that I am aware of the restrictions imposed on protected data and information as well as my responsibilities under this confidentiality and non-disclosure agreement. Furthermore, I agree to abide by all the provisions of this confidentiality and non-disclosure agreement.

Employee Name: \_\_\_\_\_ Division: \_\_\_\_\_

Title: \_\_\_\_\_

Employee Signature \_\_\_\_\_ Date: \_\_\_\_\_