

# COLLEGE OF THE HOLY CROSS

## Employee Confidentiality Agreement

Employees of the College of the Holy Cross may be entrusted through the course of their work with Confidential Data including protected, sensitive, or Personally Identifiable Information regarding students, parents, staff, faculty, alumnae, donors, and volunteers. This type of information is protected by College policy and by law.\*

Personally Identifiable Information includes any information that identifies or describes the individual or data (excluding information made available from public data such as directory listings). Examples include but are not limited to social security numbers, credit card and debit card numbers, financial or bank account numbers and routing information, driver's license numbers and state identification card numbers, and medical records (including pharmaceutical records). Such data combined with an individual's first and last name (or first initial and last name) qualifies as Personally Identifiable Information.

Accessing, using and/or disclosing Confidential Data or Personally Identifiable Information for any reason other than the legitimate pursuit of the individual's employment duties or in ways that jeopardize the security of such information constitutes misuse.

All employees are charged with safeguarding the College network and may not disclose their login credentials. Access to any College system with an employee's login (username and password) is the responsibility of the employee. Employees are also responsible for immediately reporting to the Information security officer in the ITS department the (suspected or actual) use of their login by someone other than themselves.

An employee's access to Confidential Data or Personally Identifiable Information of the College is conditioned upon the employee's acceptance of the obligations described in this Confidentiality Agreement. The employee's obligation to protect such confidential or sensitive information continues after termination of employment. Any misuse or unauthorized release of such information, either during or subsequent to the conclusion of employment with College of the Holy Cross, may be grounds for legal action and/or disciplinary action up to and including termination from employment.

\*State law: Massachusetts Data Privacy Law, [201 CMR 17.00: Standards For The Protection Of Personal Information Of Residents Of The Commonwealth](#); Federal law: [Family Educational Rights and Privacy Act \(FERPA\)](#), [Gramm-Leach-Bliley Act \(GLBA\)](#), [Health Insurance Portability and Accountability Act \(HIPAA\)](#), [Payment Card Industry Data Security Standards \(PCI DSS\)](#); College policies: [Data Collection, Use and Dissemination](#), [Data Classification](#), [Data Destruction Policy](#), [Data Retention and Storage Policy](#).)

I, the undersigned, understand and agree that having access to Confidential Data or Personally Identifiable Information does not grant me permission to actively seek, examine, use, transmit, share, copy or change such information and that I will only actively seek, examine, use, transmit, share, copy or change such information if (i) such permission has been granted by either my supervisor or manager (or his or her designee), or by the individual entity that may be considered the keeper of such information for a specific purpose within a specific timeframe; and (ii) such examination, review, or use is necessary for the performance of my duties and responsibilities as an employee of the College. I have read the Employee Confidentiality Agreement and understand that unauthorized use or disclosure of Confidential Data or Personally Identifiable Information will result in disciplinary action up to and including termination of employment or association, and the possible imposition of legal liability and/or fines pursuant to applicable state and federal laws. I also understand that my obligation to protect College-related data continues after separation from the College of the Holy Cross.

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Employee Signature	Date	Department
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