

Confidentiality Agreement

All employees of Rutgers, The State University of New Jersey (university), who have access to background investigation reports and personal information derived from the reports (staff member) are expected to use computing and information technology resources, and all other sources of employee information and records, in a responsible manner, respecting the rights and privacy of others, the integrity of facilities and controls, and all pertinent laws and University policies and standards.

Each individual user has an obligation to abide by the following standards of acceptable and ethical use:

- Use only those computing and information technology resources, and all other sources of employee information and records, for which you have authorization and for their intended purpose. This information can be in either electronic or hard copy formats.
- Protect the access and integrity of computing and information technology resources, and all other sources of employee information and records.
- Do not release and/or disclose confidential information unless specifically authorized by a supervisor or the *Guidelines for Conducting Background Investigations*.
- Abide by applicable laws and university policies and respect the copyrights and intellectual property rights of others, including the legal use of copyrighted software.
- Respect the privacy and personal rights of others.

Any staff member found using information resources for unethical and unacceptable practices, or causing the unauthorized release or disclosure of confidential information, will be subject to disciplinary proceedings, up to and including suspension of system privileges, termination of employment and/or legal action as may be appropriate. The university reserves the right to examine material stored on all university owned equipment including, but not limited to, desktop personal computers, laptop personal computers, shared file system, PDAs and all removable media, if there is suspicion that the standards for acceptable and ethical use are being violated.

By signing below, you understand and agree that authorization to access university information is granted solely for the purpose of carrying out your duties in conducting university business. You also agree that university information may be shared only with other employees or others who have a need to know this information in order to perform their duties on behalf of the university. You also agree to request in advance the consent of your supervisor for the permission to disclose university information to anyone else.

By signing below, you also understand and agree not to disclose passwords, access procedures, and security protocols regarding university computer systems, information technology resources, and all other employee information except as may be required to perform your official duties. Personal computers and work stations will be kept inaccessible to others when you are absent from your work area. Any file created from university information will also be secured and discarded in a manner that

protects the information from access by others.

By signing below, you further understand and agree that any right of public access under the law to university records does not relieve you of the obligation to comply with the provisions of this Agreement. You also understand and agree that a violation or breach of this Agreement may result in disciplinary action, up to and including termination. You understand and agree to be bound by the provisions of this agreement even after your employment with the university has ceased.

Dated: _____

Employee Name (printed)

Employee Signature