

## STATEMENT OF CONFIDENTIALITY AGREEMENT

All employees of Rutgers, The State University of New Jersey, who are expected to use computing and information technology resources, and all other sources of student and 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 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 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 student and employee information and records.
- Do not release or disclose confidential information unless specifically authorized by a supervisor.
- Abide by applicable laws and University policies and respect the copyrights and intellectual property rights of others, including legal use of copyrighted software.
- Respect the privacy and personal rights of others.

Any student staff member 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 those who have need-to-know of 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 student and employee information except as may be required to perform your official duties. 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 also understand that any violation of the guidelines of this Agreement is considered prohibited conduct under the University Code of Student Conduct. Any violation of this Agreement as noted herein will be considered as a breach of Student Conduct under Part VII, Section B1: forging, unauthorized alteration or unauthorized use of any University documents or records, or any instrument or form of identification; or Section B5: unauthorized entry into, use of or misuse of University property, including computers and data and voice communication networks; or Section N: violations of other published University regulations or policies in the office of the Vice Chancellor for Student Affairs. Such regulations or policies may include regulations governing the use of computers and networks, the residence hall lease agreement and accompanying regulations, as well as those regulations relating to the use of amplifying equipment, parking rules and regulations, and regulations governing student organizations. Violations to the Code of Conduct are separable offenses. Separable offenses are serious enough to potentially merit separation (suspension or expulsion) from the University upon finding of responsibility. Any student employee who attempts to commit an offense, or assists another in committing an offense, bears the same degree of culpability as if he or she committed the violation and is subject to the same sanctions.

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 including termination, and formal complaint with the Office of Student Conduct. You understand and agree to be bound by the provisions of this Agreement even after your employment with the University has ceased.

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Employee Name (Please Print)

Employee Signature

Date