



TEXAS SOUTHERN UNIVERSITY  
MANUAL OF ADMINISTRATIVE POLICIES AND PROCEDURES

SECTION: Human Resources  
AREA: Employee Relations

Policy 02.05.02

**SUBJECT: Confidentiality**

I. PURPOSE AND SCOPE

The purpose of this document is to outline the University's policy on an employee's obligation to maintain confidentiality with all information entrusted to them within the scope of their employment at the University. The following confidentiality policy has been adopted by Texas Southern University and is applicable to all university employees, including faculty, staff and student workers, and shall be acknowledged and adhered to by all employees. The Office of Human Resources is responsible for the dissemination and implementation of this policy, and for ensuring that the policy is enforced in a fair and equitable manner.

II. DEFINITIONS


- A. University Employee: all individuals (including faculty, staff and student workers) employed to perform duties or services for the University.
- B. Volunteer/ Affiliate: an individual or entity that is not directly employed by the University, but is granted access to confidential information for the purpose of performing services for the University. A volunteer or affiliate may be paid or unpaid.
- C. Confidential Information includes, but is not limited to: any personally-identifiable student and parent records, financial records (including social security and credit card numbers), and health records; contracts; research data; alumni and donor records; personnel records other than an individual's own personnel records; computer passwords, University proprietary information/data; and any other information for which access, use, or disclosure is not authorized by: 1) federal, state, or local law; or 2) University policy or operations; other information and records which the employee is directed under proper authority to not disclose. Confidential information does not include information publicly disclosed by the University or which is required to be disclosed pursuant to law or contract.

III. POLICY PROVISIONS

- A. At the commencement of new employment, all employees shall affirm their acknowledgment of the Confidentiality policy by reviewing and signing the attached Confidentiality Agreement. Such signed Agreement shall become a part of the employee's permanent employment record.
- B. Documents and files (both electronic and hardcopy) containing confidential information are to be accessed, used, and disclosed only with explicit authorization and only on a need-to-know basis for either an employee's job functions or volunteer's service.
- C. All employees, student workers, and volunteers have a duty to use available physical, technological, and administrative safeguards, in accordance with University policies and procedures, to protect the security of all confidential information in whatever form or medium.
- D. Confidential information regarding any individual or entity acquired during the course of employment at, or providing services to, the University must never be divulged to anyone outside of the University without authorization or to anyone within the University without the need-to-know.
- E. Based on record retention requirements, documents and files containing information must be disposed of in a way that ensures that the information is no longer recognizable or retrievable.
- F. Upon conclusion of an employee's employment or of a student worker or volunteer's service, or upon request of a supervisor, employees, student workers, and volunteers will return originals and copies of all documents and files (whether electronic or hardcopy) containing confidential information to the University and relinquish all further access to and use of such information.
- G. Violation of this policy may result in disciplinary action being taken against the responsible employee, student worker, or volunteer. Disciplinary action may include, but is not limited to, suspension, termination of employment, and/or possible criminal or civil prosecution under Federal or State statutes.

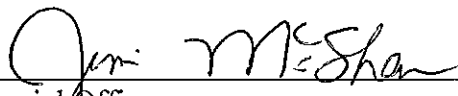
IV. REVIEW AND RESPONSIBILITIES

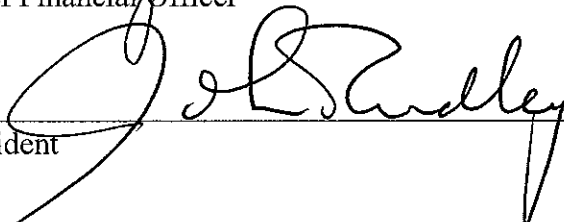
Responsible Party: Associate Vice President of Human Resources/ CHRO

 8/24/13

Review: Every three years, on or before September 1

IV. APPROVAL

  
\_\_\_\_\_  
Chief Financial Officer

  
\_\_\_\_\_  
President

Date of President's Approval: 8/5/13



Texas Southern University  
CONFIDENTIALITY AGREEMENT

I understand that while performing certain assignments, I may come into contact with confidential and proprietary personal information regarding Texas Southern University and/or its employees, students or regents. I understand that it is important to safeguard the confidentiality of this information. As a responsible employee of Texas Southern University, I affirm my adherence to the following guidelines both during and after my employment at Texas Southern University:

1. I will only access information that I need to perform my job.
2. I will not disclose confidential information to any person or entity unless the disclosure is made (i) for the express purpose of, and as necessary in, the performance of my duties as a University employee, and (ii) in conformance with University guidelines and other written authorizations of the University;
3. I will not handle confidential information in a reckless or negligent manner that will compromise the confidentiality of such confidential information; and I will not use confidential information for my benefit or for the benefit of a third party.
4. I shall deliver promptly to the University, upon completion of the assignment, any documents (and all copies thereof) constituting or relating to such confidential and proprietary information which I may have in my possession;
5. Upon the termination of my employment with the University, and at all other times as I may be directed by the University, I will return to the University all tangible, electronic or other forms of any confidential information in my possession or under my control.
6. I acknowledge and agree that any breach of this Agreement by me will cause harm to the University and/or its employees, students or regents; and
7. I agree that if I commit a breach of any of the provisions of this Agreement, the University shall have the right to take disciplinary action against me, up to and including termination, and to otherwise enforce this Agreement in accordance with applicable state and federal law.

AGREED TO AND ACCEPTED:

Printed Name: \_\_\_\_\_

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