# Jackson State University ACCESS AND CONFIDENTIALITY POLICY JSU Policy No. OBF - 2008-

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#### I. POLICY STATEMENT

Jackson State University takes seriously the confidential nature of non-public information regarding its employees, students, patients, donors, and other members of the Jackson State University community. Jackson State University *AUTHORIZES* access to employee, student, patient, or donor written or electronic information to the extent that is necessary to carry out job responsibilities.

#### II. PURPOSE

The intent of this policy is to provide clear limitations and guidelines as to who may access employee, student, patient, or donor information and the consequences for the unauthorized use of such information.

## III. DEFINITION. Jackson State University defines UNAUTHORIZED ACCESS as:

- 1. Access to employee, student, patient, or donor information not necessary to carry out your job responsibilities.
- 2. Access to the records of a student, employee, patient, or donor for which you are not legally responsible or for which you do not have signed authorization. This includes spouse, parents, and other relatives not under your guardianship.
- 3. Release of employee, student, patient, or donor information to unauthorized internal or external users.
- 4. Release of more employee, student, patient, or donor information to an authorized individual/agency than what is essential to meeting the stated purpose of an approved request.

## IV. TO WHOM THIS POLICY APPLIES

Employees, students, consultants, vendors, agents, and representatives of Jackson State University.

#### V. RESPONSIBILITY

The President, Vice Presidents, Deans and Directors are responsible for assuring that within their administrative units or colleges/schools that disclosure of confidential information is limited to persons for the purpose of carrying out job responsibilities.

# VI. ACCESS AND CONFIDENTIALITY AGREEMENT - APPENDIX A

APPROVED:

Dr. Ronald Mason, Jr., President

Date Adopted:

1.8.09

#### APPENDIX A

# JACKSON STATE UNIVERSITY POLICY ACCESS AND CONFIDENTIALITY AGREEMENT

# ACCESS TO EMPLOYEE, STUDENT, PATIENT, AND DONOR INFORMATION

I acknowledge the confidential nature of non-public information regarding our employees, students, patients, donors, and other members of the Jackson State University community. Consistent with applicable policies and guidelines, I will respect and safeguard the privacy of members of the Jackson State University community and the confidential nature of their information. Without limiting the general nature of this commitment, I will not access or seek to gain access to confidential information regarding any past or present employee, student, patient, or donor of Jackson State University except in the course of fulfilling my job responsibilities. I understand that in this context, confidential information is considered to be all non-public information that can be personally associated with an individual.

If in the course of executing my job responsibilities, I accidentally access information that others might consider inappropriate for me to access (i.e. a co-worker, family member, administrator, etc.), I will notify my supervisor of the date and time of the access so that if a question arises at a later time, it will be understood that the access was accidental. I will not disseminate any such information without proper authorization.

I will not use another's computer sign-on or computer access code or provide another the use of an individual's sign-on code to gain access to confidential information without proper authorization. I will not disclose confidential information to those who are not authorized to receive it. In addition, I will not, without proper authorization, copy or preserve by paper writing, electronic, or any other means confidential information, nor will I disseminate any such information without proper authorization. If I am in doubt about whether the authorization provided is "proper", I will consult the University Office of Information Management for guidance.

I acknowledge the receipt of my ID's and Passwords. I understand that passwords are the equivalent of my signature. I understand that I will only access information that is required for me to perform my assigned tasks. I agree and accept that if I disclose passwords to any other person, I will be fully accountable and responsible for any use or misuse by that individual to the same extent as if I had performed the act or omission. If I have any reason to believe that the confidentiality of my passwords has been violated, I will notify my department head or supervisor immediately and ensure that the passwords are promptly changed. If I believe I have been asked to access or release information that lies outside my defined job responsibilities, I will notify the University Office of Information Management and request guidance.

Under certain circumstances, disclosure of confidential information may be punishable at law or justify a negative employment action, up to and possibly including termination.

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I further understand and agree that a violation of any portion of the confidentiality policy renders me subject to disciplinary or corrective actions that may result in sanctions including, but not limited to, expulsion, termination, and/or revocation of employee or student privileges.	
SIGNATURE	DATE

PRINT FULL NAME