

**INFORMATION ACCESS AND CONFIDENTIALITY  
AGREEMENT - FACULTY AND STAFF**

Name:

Department:

I understand that I have been granted access to certain confidential and/or restricted data, information, and records (collectively "information") maintained in the paper and/or electronic information records system of New York Institute of Technology based upon my need for the information in the performance of my job duties. By my signature below, I agree to the following terms and conditions of access to the information:

- I will not disclose any information to unauthorized persons except as permitted under New York Tech policy and federal, state, and local laws/regulations. I acknowledge that the Federal Education Rights and Privacy Act (FERPA) prohibits disclosure of any student educational records or personally identifiable information without the student's consent to any person, except for certain permitted disclosures, such as to a University official with a legitimate educational interest. I also acknowledge that some information may be subject to the regulations outlined in the Health Insurance Portability and Accountability Act (HIPAA), which governs the confidentiality of health records. If I have any question regarding the authorized use of information, I will consult with my supervisor and, if appropriate, the New York Tech Legal Department. My obligation of non-disclosure will continue even after I leave the employment of New York Institute of Technology.
- I will use my authorized access to the information solely for University purposes as it relates to my position as a member of New York Tech's faculty or staff. Under no circumstances will it be used for personal or any other use unaffiliated with New York Tech.
- I understand that I have been given access to information to conduct my stated job responsibilities. This privilege does not give me the right to give this information to others, intentionally or unintentionally, who may or may not have the same level of access. I will exercise caution when discussing this information with colleagues in public areas, to ensure the conversation is kept private and not overheard by others.
- I will not leave files or my computer unsecured when away from my desk for any amount of time, and will exercise care to protect information against accidental or unauthorized access, modification, disclosure or destruction.
- I will not share my credentials with anyone, and my passwords will adhere to the guidelines set forth in the [Password Management Policy](#).
- I will immediately inform my supervisor and the New York Tech Legal Department in the event of any unauthorized disclosure of information, unintentional or otherwise.
- I understand that any violation of this Confidentiality Agreement or other New York Tech policies related to the appropriate release or disclosure of information may result in one or more sanctions including immediate termination of my access to data, as well as disciplinary action up to, and including dismissal, from employment. It may also result in personal criminal penalties and/or civil liability.

**I certify that I have reviewed and understand the terms of this Confidentiality Agreement as well as [New York Tech's Code of Responsible Technology Usage](#) and [New York Tech's Privacy Statement](#). I will comply with all established New York Tech controls regarding the use of the information.**

Signature:

Date: