***MIDWESTERN STATE UNIVERSITY***

**Data Security Agreement and Statement of Responsibility**

I hereby agree to not disclose any personally identifiable and/or confidential information obtained directly or indirectly through the course of my employment at Midwestern State University, whether that information is conveyed in written, oral, or electronic form, unless directed to do so by the appropriate data custodian. If I am granted permission to access the University’s computer information system containing confidential student, financial aid, finance, human resources, and personally identifiable information, I understand that I must receive appropriate training for the use of the respective data module(s) I will be using.

I am familiar with the Family Education Rights and Privacy Act of 1974, MSU Policy 4.184, (FERPA, see [http://registrar.mwsu.edu/ferpa/](http://registrar.mwsu.edu/ferpa/index.asp)), and I understand which information is considered Directory Information and which is confidential. I further understand that even Directory Information may not be released on those students who have indicated they wish to keep their information confidential. I will check the appropriate screen prior to releasing any information to be certain that the student has not requested it remain confidential. I may release only Directory Information on individual students and only that which has not been designated confidential based on the request of the student. Any other requests for data on individual students will be referred to the Registrar; I will not personally release the information. Directory Information on students consists only of the following:

***Name***

***Date and Place of Birth***

***Current and Permanent Address***

***Telephone Listing***

***Major and Minor***

***Student Enrollment Status (full-time/part-time)***

***Classification***

***Participation in Officially Recognized Activities and Sports***

***Weight and Height of Members of Athletic Teams***

***Dates of Attendance***

***Degrees and Awards Received***

***All previous educational agencies or institutions attended***

I understand that I may not release ***any*** information pertaining to applicants for employment, individual employees, former employees, or retirees of the University. Any requests for information relating to an individual applicant, current or former employee, or retiree will be referred to the Human Resources Department. Individual employee information will not be released if the employee has indicated a preference to keep the information confidential. If no preference for confidentiality is indicated, the Human Resources Department may release the name, address, and telephone number of the applicant, employee, former employee, or retiree; however, I understand that I may not personally release the information. Verification of individual salary and other personal information may be released by the Payroll Department / Human Resources Department only upon signed release of the individual employee or as otherwise required by law.

I understand that all financial information concerning Midwestern State University vendors, employees, and students which may be accessed within the data system finance module or otherwise through the university business office records is to be held in strictest confidence and may not be disclosed. Departments and individuals should direct all requests for information under the Texas Public Information Act to the Director of Public Information and Marketing.

I understand that I may gain access to student, employee, and financial records ***only to the extent required to perform the assigned functions of my position***. I understand that I will be violating university regulations and state/federal law if I gain unauthorized access to any University system and/or software application. I acknowledge that neither I nor anyone else possesses the authority to allow anyone to use my unique University IDs and passwords. Additionally, I will not seek or gain access to anyone else’s unique University IDs and passwords.

I also understand that if I violate university regulations and/or state/federal laws by gaining or helping others gain unauthorized access to any University system and/or software application, I will be subject to university disciplinary action up to and including termination of employment and criminal prosecution to the full extent of the law.

By logging on to the University’s computer system, I acknowledge my responsibility for strictly adhering to university policy and state/federal law. I am also aware that penalties exist for unauthorized access, unauthorized use, unauthorized removal, or unauthorized distribution of information from University data modules.

I agree further not to attempt to circumvent the computer security system by using or attempting to use any transactions, software, files, or resources I am not authorized to use.

I will know how to log off of the University computer system, University data system(s), and/or software applications. I agree to lock my computer whenever I leave my terminal unattended and to sign off at the end of each day.

Finally, I will not under any conditions take individual student, employee, or financial information on any media (laptop, diskette, memory stick, etc) from my office at any time without prior approval of the Data Custodian responsible for my department.

I agree to comply with the conditions of this agreement. I have received a copy of, read, and understand this statement.

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Name (print clearly) Department Signature & Date

(Revised) 4/28/2010