



Policy Name:	Confidential Information Policy and Agreement for Employees		
Associated Forms:	Attached signature page	Policy Number:	2020-2
Approval Authority:	President <i>Timothy L. Hall</i>	Adopted:	April 11, 2020
Reviewed:	Non-Academic Policy Review Advisory Council	Approved:	April 9, 2020
Responsible Executive:	Chief Financial Officer	Revised:	Confidentiality, February 2005
Responsible Office:	Office of Human Resources	Contact:	Director of Human Resources

CONFIDENTIAL INFORMATION POLICY AND AGREEMENT FOR MERCY COLLEGE EMPLOYEES

I understand that in the course of my work as an employee for Mercy College ("Mercy"), I may have access to confidential, proprietary or personal information ("Confidential Information") regarding faculty, staff, students, parents, alumni, administrators, board members, vendors, consultants, contractors, subcontractors, donors, minor children, and anyone enrolled in a Mercy program or utilizing Mercy College facilities. Confidential Information may be in any form, including but not limited to, verbal, email, text, telephone, on paper, contained in software, visible on screen displays, in computer readable form, or otherwise. Confidential Information includes, but is not necessarily limited to: (i) personal information relating to Mercy students or prospective students, including names and addresses, personal and family financial information, grades, medical/health, enrollment status, and course information; (ii) financial and business information, such as information with respect to Mercy's budgets, financial statements, enrollment projections, endowment, alumni information, donor information, including names and addresses, and leads and referrals to prospective donors; and (iii) personnel information regarding Mercy College employees, such as the identity and Social Security number of Mercy employees, financial and background information, employee salaries, bonuses, benefits, skills, qualifications, and abilities.

I understand that all Confidential Information is the property of Mercy College and agree that I will not in any way access, use, remove, disclose, disseminate, copy, release, sell, loan, alter or destroy any Confidential Information except as authorized within the scope of my job duties for Mercy. As an employee, I understand that I must comply with applicable local, state and federal laws, as well as Mercy policies.

I further understand that Mercy is obligated to maintain the safety and security of its Confidential Information. In connection with my job duties, it is expected that I will regularly access Confidential Information. In accordance with this Policy, I am obligated to take appropriate measures to safeguard the confidentiality of any hard copy or electronic materials that contain Confidential Information. Such measures shall include: (i) installation and maintenance of appropriate virus and anti-cyber attacking software and implementation of passcodes; (ii) protecting against unauthorized access to or use of Confidential Information by persons not employed by Mercy, including those who may be physically present in the event I am working remotely from home or at another location other than at the College; and (iii) monitoring such procedures to ensure that no Confidential Information is disclosed to or misappropriated by unauthorized parties. I further promise to promptly advise the College in writing of any unauthorized release/disclosure or misappropriation of Confidential Information and to take such actions reasonably requested by the College to limit, cease, or otherwise remedy such release/disclosure or misappropriation.

Upon termination of my affiliation with Mercy, or earlier if so instructed by Mercy, I will return to Mercy any and all copies of all materials containing Confidential Information. I understand that my failure to comply with this Confidential Information Policy may result in the termination of my employment with Mercy and/or civil or criminal legal penalties.

Acknowledgement shall be made by signing below, or electronically via Mercy Connect.

Employee Signature

Printed Name

Date