

***University of Sample***  
**Counseling & Testing Center**

***Employee Confidentiality Agreement***

In consideration of my employment and/or continued employment at the University of Sample Counseling & Testing Center, I agree as follows:

1. For purpose of this Agreement, "confidential information" is defined as information disclosed to me, accessed by me, or otherwise known by me as a consequence of my employment and not generally known outside the Testing Office. This includes, but is not limited to, names and personal information of clients, passwords, manual tests, and exam keys, as well as the disclosure of the locations of confidential information.
2. During my employment and after the termination of my employment, I will hold the confidential information of the University in trust and confidence and will not use or disclose it or any embodiment thereof, directly or indirectly, except as may be necessary in the performance of my duties for the University. I understand that unauthorized disclosure could be highly damaging to the University, its faculty, staff, students, donors, or others.
3. I will not remove materials containing confidential information from the Testing Office unless authorized to do so by my supervisor. Any and all such materials are the property of the University. Upon termination of any assignment or as requested by my supervisor, I will return all such materials and copies thereof to the Testing Office.
4. I agree to safeguard personally-identifiable data, the official records in the custody of the University, all passwords, all manual tests, and the means and conditions of custodial security. I agree to keep such information and means secure and strictly confidential at all times, whether on or off duty.
5. I understand that if I violate this Agreement, I may be subject to disciplinary action, legal action, or both.

IN WITNESS WHEREOF, and intending to be legally bound, I have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ .

EMPLOYEE SIGNATURE \_\_\_\_\_

WITNESS SIGNATURE \_\_\_\_\_

**Sample State University**  
**Counseling and Testing Center**  
**Confidentiality Agreement**

I, \_\_\_\_\_, understand that within my duties as a staff member, or affiliated staff, of the **SSU** Counseling and Testing Center (CTC), I will have access to confidential information on examinees and counseling clients (test scores, counseling records, prescription information, etc.). I will be careful in handling this information or discussing it so that it is protected from intentional or inadvertent release to anyone other than staff within this office or authorized recipients. I will also be careful that such information is not left out or discussed in open areas of the office where unauthorized individuals might see or overhear it.

I will safeguard all passwords used on computers and not share them with any unauthorized person. Any information about a counseling client of the center requires a written, signed release form. In addition, the release of private counseling or testing information by phone is prohibited (appointment confirmed to anyone other than client, test scores, etc.).

I understand that in the course of my duties, I may have access to test material from instructors and test companies, and I am obligated to protect it from disclosure to any unauthorized person by verbal, written, or electronic means. Also, I may have access to personal information on CTC members, either through verbal exchange or by accessing their computers, and I understand that I may not disclose such information about staff to others outside the CTC.

Knowing that the information to which I have access is personal or private information or is proprietary testing material, I hereby understand the above stated responsibilities and recognize a breach of confidentiality would be reviewed and might result in a report on my performance evaluation and/or the termination of my work with the CTC.

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director

\_\_\_\_\_  
Date

## ACKNOWLEDGEMENT OF CONFIDENTIAL INFORMATION POLICY

I understand that in performing my duties for **Sample** University, I may have access to confidential information including, but not limited to, proprietary business information relating to **Sample** University and personal confidential information related to other employees, students, applicants, and alumni. This includes information viewed on-line, in print, in other media, or received verbally. I further understand that I am only permitted to share the information to which I have access only as required to perform my job or as required by the business needs of my unit or department.

I have been advised by **Sample** University that the disclosure of confidential information to others who do not have a legal right to the information may violate the Family Educational Rights and Privacy Act of 1974 (FERPA), the Health Insurance Privacy Portability Act of 1996 (HIPAA), Gramm-Leach-Bliley Act (GLBA), and/or other federal and state laws. I understand that if I misuse or otherwise improperly disclose confidential information, I will be subject to disciplinary action, up to and including discharge of employment.

In accepting employment with Sample University, I agree to read and abide by the following policies:

Confidentiality of Student Records,  
<http://policies.sample.edu/getdoc.asp?policy no=03.20.11>.

Computer usage,  
<http://policies.sample.edu/getdoc.asp?policy no=04.71.11>.

I agree to immediately notify my supervisor or the Human Resources Department if I am asked to disclose confidential information to any person who does not have a legitimate business reason for obtaining such information or am otherwise aware of other individuals who have disclosed confidential information in violation of this policy.

I understand that my failure to report a violation of this policy may result in disciplinary action, up to and including discharge from employment.

Print Name: \_\_\_\_\_

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

**Sample** ID: \_\_\_\_\_

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

Department: \_\_\_\_\_

To: All Testing Staff

From: **Sample Director**

Date: August 12, 1999

Re: Professional Standards for Testing Staff

The **Sample Testing Center** is responsible for the administration of university and national testing programs. The staff of the Center must abide by and faithfully execute all policies, procedures, regulations, and directions for test administration as stated in the testing guide. These policies were written to ensure that testing is conducted in a professional manner, all test candidates receive fair and equitable treatment, and students are free from extraneous distractions regarding testing and test related activities. It is essential that you abide by these policies. Please note by signing below that you acknowledge that you have read, understand, and agree to abide by the policies outlined in the Guide to Testing. Please note that the following policies were amended and placed in the Guide on August 12, 1999.

- During the course of work, supervisors and proctors will receive confidential test materials and information from departments and from students. Supervisors and proctors are to maintain the confidentiality of all such material entrusted to them before, during, and after each test administration. Further, they are not to use such material for any purpose other than the limited purpose of performing their testing responsibilities.
- Supervisors and proctors may not use their position to initiate or engage in social activities with test candidates or to engage in any behavior that may result in a conflict of interest. Examples of unacceptable behavior include asking a candidate for a date and using information obtained during testing for gain and/or personal purposes.

I have read and agree to follow the policies, procedures, regulations, and directions for test administration outlined in the Guide to Testing. I understand that violations of those policies, procedures, regulations, and directions are subject to disciplinary action up to and including termination.

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

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

## Confidentiality Agreement (for Prometric Center employees):

A University of **Sample** employee holds a position of trust and must preserve the security and confidentiality of the information he/she uses or has access to while on the job. As a student worker/employee of the U of **Sample** Testing Center, you will have access to confidential examinee information and highly sensitive, secure proprietary intellectual information through the various testing systems. It is imperative that you understand and agree to abide by the following rules and regulations:

- I understand that ALL personal/educational information, test scores, and identification numbers about an examinee or student are absolutely confidential.
- I will never reveal any information about secure processes and/or test administrations while employed in my current position and after employment is concluded.
- I will administer exams according to testing company policies and procedures.
- I will protect all processes and information encountered while working in the U of **Sample** Testing Center and/or Prometric Center and understand that I could be liable under law if a breach of intellectual information occurs because of my actions.
- As a student worker/graduate assistant/employee (please underline one), I will maintain a high level of integrity at all times.
- I will strictly guard all test related materials and never release or share any test materials in an unethical or compromising manner or for favors or profit.
- I will protect passwords, property, financial records, and keys at all times and will not release those to any person or entity.
- I will uphold FERPA (The Family Education Rights and Privacy Act of 1974) found at <http://policies.sample.edu/UM1248.htm>. This is a U of **Sample** policy and is attached to this agreement.
- I will report any breach or suspected breach of security or confidentiality to the Testing Center Manager or to the Supervisor of the U of **Sample** Prometric Center as soon as it occurs.

**By signing below, you acknowledge that you fully understand that your intentional disclosure of personal/educational/test information and other sensitive data including secure testing information to any unauthorized person is a violation of this agreement and could result in possible disciplinary action up to and including termination of your employment from the University of **Sample**. Other serious consequences could result.**

I acknowledge that I have read and understand the above terms and regulations and agree to abide by them.

\_\_\_\_\_  
Employee/Student Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor's Signature

Modeled from: SAMPLE College, 6-08

## Confidentiality Agreement (non-Prometric Employees and student workers):

A University of **Sample** employee holds a position of trust and must preserve the security and confidentiality of the information he/she uses or has access to while on the job. As a student worker/employee of the U of **Sample Testing Center**, you will have access to confidential examinee information and highly sensitive, secure proprietary intellectual information through the various testing companies' systems of testing. It is imperative that you understand and agree to abide by the following rules and regulations:

- I understand that ALL personal/educational information, test scores, and identification numbers about an examinee or student are absolutely confidential.
- I will never reveal any information about secure processes and/or test administrations while employed in my current position and after employment is concluded.
- I will administer exams according to various companies' policies and procedures.
- I will protect all processes and information encountered while working in the U of **Sample Testing Center** and understand that I could be liable under law if a breach of intellectual information occurs because of my actions.
- As a student worker/graduate assistant/employee (please underline one), I will maintain a high level of integrity at all times.
- I will strictly guard all test related materials and never release or share any test materials in an unethical or compromising manner or for favors or profit.
- I will protect passwords, property, financial records, and keys at all times and will not release those to any person or entity.
- I will uphold FERPA (The Family Education Rights and Privacy Act of 1974) found at <http://policies.sample.edu/UM1248.htm>. This is a U of **Sample** policy and is attached to this agreement.
- I will report any breach or suspected breach of security or confidentiality to the Testing Center Manager or to another University of **Sample** employee as soon as it occurs.

**By signing below, you acknowledge that you fully understand that your intentional disclosure of personal/educational/test information and other sensitive data including secure testing information to any unauthorized person is a violation of this agreement and could result in possible disciplinary action up to and including termination of your employment from the University of **Sample**. Other serious consequences could result.**

I acknowledge that I have read and understand the above terms and regulations and agree to abide by them.

\_\_\_\_\_  
Employee/Student Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor's Signature

Modeled from: SAMPLE College, 6-08