

# SOUTHWESTERN

## LAW SCHOOL

### Los Angeles, CA

#### **Student Worker Confidentiality, Data Access, and Security Agreement**

As a Southwestern Law School (Southwestern) employee, I may see, hear, access, or create confidential or sensitive facts, matters, documents, files, or other materials pertaining to Southwestern's operations. Confidential or sensitive facts, matters, documents, files, or other materials are those that are not generally known to others outside of Southwestern and become known to me due to my status as a Southwestern employee. Examples include information about employees, students, student grades and performance, prospective students, alums, donors, clinic clients and matters, finances, individuals' health, and library information maintained by Southwestern. Access to this confidential information or other information made confidential by law or Southwestern policy is limited to individuals whose position requires using this information.

**By virtue of my employment at Southwestern, I may have access to confidential information that is not to be disclosed to any person or entity without appropriate authorization, subpoena, or court order. To access confidential information, I agree to adhere to the following guidelines.**

1. I will not discuss or disclose any confidential or sensitive fact, matter, document, file, or other material with anyone except as required in the regular performance of my duties.
2. I will not look at, examine, or retrieve any confidential or sensitive document, file, or other material, except as required in the regular performance of my duties.
3. I will not copy, duplicate, or reproduce any confidential or sensitive document, file, or other material that I am given, shown, told about, or have access to, except as required in the regular performance of my duties. I will also return all such items in my possession or under my control upon termination of employment, or sooner if requested.
4. I will destroy any copies of confidential or sensitive information for which I no longer have an official use in a manner appropriate to the medium and consistent with Southwestern policies.
5. If I am uncertain whether this Agreement protects facts, matters, documents, files, or other materials, I will resolve all uncertainties in favor of preserving the confidentiality of such items, and I will seek clarification from my supervisor before engaging in conduct that might jeopardize the confidentiality of such items. If my supervisor is not available, I will contact the appropriate department head or the General Counsel's Office.
6. To the extent that my work requires me to access or create student education records, as that term has been defined under the Family Educational Rights and Privacy Act (FERPA) and its implementing regulations, I acknowledge that Southwestern has determined me to be a "school official" with "legitimate educational interests" in "personally identifiable information" from "education records" of Southwestern students, as those terms have been defined under FERPA (34 CFR 99). I will access a student education record only if required in the regular performance of my duties as a Southwestern employee.

7. I have successfully completed FERPA training required by Southwestern and will comply with that training.
8. I acknowledge and agree that records of my activities related to my employment by Southwestern are not FERPA-protected because I am acting as a school official.

I acknowledge that any act or disclosure in violation of the terms of this Agreement may result in the removal of access privileges and will be grounds for legal action and disciplinary action, up to and including termination of employment. All rights and obligations under this Agreement will survive the termination of my employment.

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**Signature**

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**Name (Printed)**

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**Date**

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**Department**