



Budget and Financial Planning Office ***PBCS, University Budget Application*** **Confidentiality Agreement**

As an employee of URI, and specifically as an employee who is requesting access to the URI Budgeting and Planning System (Planning and Budgeting Cloud System – PBCS and any other systems used by the Budget and Financial Planning Office) you may have access to certain “Confidential Information” that the University is obligated to protect, secure, and keep confidential under various applicable state and federal laws, Board of Education, Postsecondary Council and University policies, and binding contracts. The purpose of this agreement is to help you understand your duties and obligations regarding the use and protection of such Confidential Information.

The term “Confidential information” as used herein refers to data and information which: (1) is protected by any applicable federal laws or regulations, including but not limited to the Family Educational Rights and Privacy Act (“FERPA”), the Health Insurance Portability and Accountability Act (“HIPAA”), and the Graham Leach Bliley Act (“GLB”); (2) protected by any applicable state laws or regulations including but limited to the Rhode Island Confidentiality of Health Care Communications and Information Act (“RI-CHCCIA”); (3) has been provided to the University by third parties and which the University is obligated to protect, secure and keep confidential under binding contracts between the third party and the University; (4) is proprietary research, scientific, technical, or business information developed or obtained by the University or its employees or agents which the University needs or wishes to keep confidential; and/or (5) is confidential, protected, sensitive or personally identifiable information relating to employees on all URI payrolls. The term also includes, but is not limited to the following:

- Personally Identifiable Information (“PII”), which is defined as: Any representation of information that pertains to an individual or vendor to URI such as social security number or Tax Identification Number, name, URI employee ID, contract salary, medical plan, retirement plan, participation in any fringe benefit offered by URI/state of RI
- Computer programs, client and vendor proprietary information, source code, and proprietary technology.

As an employee, you are required to conduct yourself in strict conformance with all applicable laws, regulations, and standards, and applicable URI polices and contractual obligations, governing such Confidential Information.

Your principal obligations in this area are explained in the rules set forth below, with which you are expected to comply. Anyone who violates any of these rules will be subject to removal of

access to PBCS and other Budget and Financial Planning Office systems, which may include referral for action by the employee's supervisor or the URI Human Resources department.

Rules Regarding Access and Use of Confidential Information, and Confidential Information Privacy and Security:

- You will only use confidential information and data as needed or deemed necessary to perform your duties as an employee of URI.
- Accessing, using and/or disclosing Personally Identifiable Information, or any other type of Confidential Information, for any reason other than the legitimate pursuit of the individual's employment duties, or in ways that jeopardize the security of such information, constitutes misuse.
- Having access to Personally Identifiable Information, or any other type of Confidential Information, does not grant you permission to actively seek, examine, use, transmit, share, copy or change such information and you may only actively seek, examine, use, transmit, share, or copy such information if (i) such permission has been granted by either your supervisor or manager (or his or her designee), or by the individual entity that may be considered the keeper of such information for a specific purpose within a specific timeframe; and (ii) you may only actively change information as it pertains to known changes that must be reflected in your budget allocation as you complete your budget files, and (iii) such examination, review, or use is necessary for the performance of your duties and responsibilities as an employee of the University.
- All employees are charged with safeguarding the University's information systems, both electronic and paper. As such, employees are to refrain from disclosing usernames or passwords, which would allow access to University computer systems. Access to any URI system with an employee's login (username and password) is the responsibility of the employee, and is not to be shared with others. Employees are also responsible for immediately reporting to Information Technology Services ("ITS") the (suspected or actual) use of their login by someone other than themselves.
- An employee's access to Personally Identifiable Information or Confidential Information is conditioned upon the employee's acceptance of the obligations described in this Confidentiality Agreement.
- The employee's obligation to protect such confidential or sensitive information continues after termination of employment.
- You will not in any way divulge, copy, release, sell, loan, review, alter or destroy any confidential information/data except as properly authorized within the scope of your professional activities affiliated with URI.
- You will not misuse Confidential Information or be careless with it.
- You will safeguard and will not disclose your computer password or any other authorization that allows you to access confidential information and data. URI Budget and Financial Planning Office reserves the right to monitor user access to their systems, such as PBCS, including your account, if deemed appropriate and necessary.

- You accept responsibility for all activities undertaken using your assigned access code and/or any other authorizations within systems provided by the Budget and Financial Planning Office.
- You will immediately report to your supervisor, or the University's Information Security Officer in ITS, any actual or suspected privacy or security breach of which you learn or have suspicions that potentially could involve the wrongful disclosure of Confidential Information to, or unauthorized access to Confidential Information by, unauthorized individuals within or outside of the University. This obligation includes your duty to immediately report any activities by any individual or entity that you suspect may compromise the confidentiality of Confidential Information. URI will make all attempts possible to keep good faith reports confidential. However, absolute confidentiality cannot be guaranteed.
- You understand that your obligations under this Agreement will continue after your employment and relationship with URI ceases to exist.
- You understand that any of your access privileges to Confidential Information is subject to periodic review, revision, and, if necessary, modification and/or termination.
- You understand that you have no right or ownership interest in any Confidential Information.
- The URI Budget and Financial Planning Office may at any time revoke your access rights, or any other authorization that allows you to access Confidential Information.
- You will be responsible for your misuse or wrongful disclosure of Confidential Information and for your failure to safeguard Confidential Information and data or your password or any other authorization that allows you to access Confidential Information.
- An employee violating this agreement will be referred for appropriate action to their supervisor, Division head and/or the URI Human Resources department. You also understand that violation by you of applicable federal or state laws could subject you to prosecution by law enforcement authorities.
- You understand that the URI Budget and Financial Planning Office reserves the right to monitor and record all activity in its systems, such as PBCS, with or without notice, and therefore users should have no expectations of privacy in the use of these resources.

"I certify that I have read and understand the Confidentiality Statement printed above and hereby agree to be bound by it."

Signature

Print Name, Title and Department

Date ____/____/____

Please email completed document to: PBCS@etal.uri.edu