

Western Carolina University Consultant/Guest Access Request Form

SECTION 5 - Confidentiality Agreement

access to or may acquire confidential personally identifiable information, including but not limited to student and/or employee addresses, telephone numbers, bank and/or credit card numbers, social security numbers, and income and credit history information.

User acknowledges that the University is subject to various state and federal laws regarding privacy and security of confidential information maintained by the University, including the Financial Services Modernization Act of 1999 (the Gramm Leach Bliley Act), the Family Educational Rights and Privacy Act (FERPA), the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Payment Card Industry (PCI) Data Security Standards and the North Carolina Identity Theft Protection Act. User acknowledges his/her responsibility to become familiar with and agrees to comply with applicable legal obligations, and agree cause any of his/her officers, employees, agents, and subcontractors to comply with these legal obligations. User and any officers, employees, agents, and subcontractors shall also cooperate in every respect with University in its compliance activities.

User agrees to keep confidential all student education records, employee personnel records, and other personally identifiable information which is deemed to be confidential in accordance with applicable state and federal law and standards, as well as University policies and regulations, and will require that its officers, employees, subcontractors, and agents comply with the same.

User warrants that he/she is capable of safeguarding any confidential information accessed or acquired. User agrees that it will implement such safeguards as necessary to maintain the confidentiality of the information accessed or acquired, and that it will prevent the disclosure of the information except as required by law. User will immediately report to University any unauthorized use or disclosure of the accessed or acquired confidential information.

User shall indemnify, protect, defend, and hold harmless the University and its trustees, officers, agents, employees, representatives, and assigns, and the University System of North Carolina and its governors, officers, employees, representatives, and assigns from and against any and all claims, demands, suits, and causes of action and any and all liabilities, costs, damages, and expenses judgments incurred in connection therewith (including but not limited to reasonable attorney's fees and costs). This indemnification and hold harmless provision shall not apply or have force or effect if the User is an employee of the University.

Signature of User

Date

Printed Name of User

SECTION 6 - Account Authorization (to be completed by CIO)

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SECTION 7 (to Be Completed by Human Resources)

Employee ID:	Date:
Request Fulfilled by:	
Special Notes:	

SECTION 8 - Account Fulfillment (to be completed by IT)

Created	Renewal	Denied	Termination
Denial Reason:			