



Jesuit Worldwide Learning

Higher Education at the Margins

STAFF CONFIDENTIALITY POLICY STATEMENT

Jesuit Worldwide Learning (JWL) maintains strict confidentiality requirements and regulations in compliance with the USA Gramm-Leach-Bliley Act (GLBA), USA Family Educational Rights and Privacy Act of 1974 as amended (FERPA), the USA Health Insurance Portability and Accountability Act (HIPAA) and Article 5 of the European Union's General Data Protection Regulation (GDPR) in addition to other local federal and state laws. These laws pertain to the security and privacy of all non-public information including student information, employee/staff* information, and general JWL information whether it be in hard copy or electronic form.

I understand that I may be privy to such private information as a condition of my service agreement. As an employee or staff member* of JWL, I am required to protect against unauthorized access of such information, ensure the security and privacy of such information, and disclose any anticipated threats or hazards that may compromise the confidentiality of such information. I shall not release this information to the public, including but not limited to co-workers who have not been authorized or who do not have a legitimate business/educational need to know. Any questions regarding release of such information to another person will be directed to JWL's Global Leadership Team members as required.

I understand that JWL defines UNAUTHORIZED ACCESS to be:

1. Access to student, staff* or organizational information not necessary to carry out my responsibilities related to JWL.
2. Access to the records of a student or staff* for which I do not have signed authorization. This includes my children (protected under FERPA or GDPR), spouse, parents, and other relatives.
3. Release of student or staff* information to unauthorized internal or external users.
4. Release of more student or staff* information to an authorized individual/agency than is essential for meeting the stated purpose of an approved request.
5. Disclosure of my system username, password, or access codes to an unauthorized individual to gain unauthorized access to confidential information.

I understand that information may not be divulged, copied, released, sold, loaned, reviewed, altered or destroyed except as properly authorized within the scope of applicable federal or state laws. I understand that I will be held responsible for the misuse or wrongful disclosure of confidential information and/or for my failure to safeguard my system username, password or access codes to confidential information and further acknowledge responsibility for all activities undertaken using my system username, password or access codes.

I will abide by the rules, regulations, policies, and procedures of JWL as well as federal and state laws applicable to my position at JWL. I understand that JWL may at any time, revoke my access, other authorization, or other access to confidential information. I acknowledge that my obligation to maintain the confidentiality of all JWL non-public confidential information will continue after termination of my employment/staff* agreement or contract.

Additionally, failure to comply with the Confidentiality, Data Protection and Privacy policy and corresponding procedure may result in legal and/or disciplinary actions. Disciplinary actions



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include termination of employment/contract/agreement, regardless of whether criminal or civil penalties are imposed, depending upon the nature and severity of the breach of confidentiality.

Signature of Staff – Date

Print Name

Signature of JWL Human Resources – Date

* Definition of JWL Staff: JWL staff refers to and is defined as, but not limited to, employees (full & part-time), temporary staff including students and volunteers (non-paid), tutors and teachers (either paid or non-paid), all third-party contractors and freelancers, independent contractors (includes Subject Matter Experts), which are either contracted by JWL or another organization that is contracted or has an agreement with JWL.