

DATA USE AGREEMENT

PLEASE READ THE FOLLOWING AGREEMENT CAREFULLY AND COMPLETELY BEFORE AGREEING.

This Data Use Agreement applies to all employees of Collin County Community College District (hereafter referred to as "Collin College" or "agency") who handle confidential and sensitive information, including financial, medical, personnel, or student data. It pertains to all state-owned or controlled Information Resources. This Agreement aims to inform you of your principal obligations concerning the use of Collin College's Information Resources and to document your agreement to abide by these obligations.

"Information Resources" has the meaning defined in Texas Government Code § 2054.003(7) as: ". . .the procedures, equipment, and software that are employed, designed, built, operated, and maintained to collect, record, process, store, retrieve, display, and transmit information, and associated personnel including consultants and contractors." Additionally, data impacted by the aforementioned is included as Information Resources.

Under Texas Administrative Code §202.22(3), the user of an information resource has the responsibility to:

- (A) use the resource only for the purpose specified by the agency or information owner;
- (B) comply with information security controls and agency policies to prevent unauthorized or accidental disclosure, modification, or destruction; and
- (C) formally acknowledge that they will comply with the security policies and procedures.

CONFIDENTIAL AND SENSITIVE INFORMATION

As an agency employee, you may have access to confidential or sensitive information through the use of agency Information Resources or your associated activities with agency information systems. "Confidential and Sensitive Information" includes identifying information, federal tax information, personal health information, criminal justice information, or any information that is classified as confidential or sensitive by federal or state law, by agency policy, or is defined as "Personal Identifying Information" under Texas Business and Commerce Code §521.002(a)(1) or "Sensitive Personal Information" as defined by Texas Business and Commerce Code §521.002(a)(2).

As a user of agency systems, you are required to conform to applicable laws and agency policies governing confidential and sensitive information.

Your principal obligations in this area are outlined below. You hereby acknowledge reading and agree to abide by these obligations.

I UNDERSTAND THAT:

- In the course of my job at Collin College, I may have access to Confidential and Sensitive Information related to the following:
 - Students, employees, users, contractors, and volunteers (e.g., records, conversations, applications, financial information). This may include any information by which a person's identity can be determined, either directly OR indirectly.

- Collin College operations (e.g., confidential information protected by the attorney-client and attorney work product privilege, financial information, employment records, contracts, federal tax information, internal reports, memos, and communications.).
- Third parties (e.g., vendor information, customer information, contracts).

I AGREE THAT:

- I will always safeguard and retain the confidentiality, integrity, and availability of Confidential and Sensitive Information.
- I will only access Confidential and Sensitive Information for agency-related needs and purposes.
- I will not divulge, copy, release, sell, loan, review, alter, or destroy Confidential or Sensitive Information except as authorized by policy or applicable law.
- I will not misuse or carelessly handle Confidential and Sensitive Information.
- I will encrypt Confidential and Sensitive Information when appropriate, including emailing such information outside the agency and storing such information on portable electronic devices and portable storage devices.
- I will safeguard and will not disclose my password or other authorization that allows me to access Information Sources or Confidential and Sensitive Information except as permitted by law.
- I will report activities to the agency by any other individual or entity that I suspect may compromise the confidentiality, integrity, or availability of Confidential and Sensitive Information.
- My access privileges hereunder are subject to periodic review, revision, and, if appropriate, renewal.
- I have no right or ownership interest in any Confidential or Sensitive Information referred to in this Agreement. The agency may revoke my access to Confidential and Sensitive Information at any time and without notice.

AUTHORIZED USE – I AGREE THAT:

- I will use Information Resources only for official state-approved business or operations.
- I will not use Information Resources for personal reasons unless specific limited-use exceptions are permitted by the agency division to which I am assigned.
- I have no right to expect privacy in my use of agency Information Resources or the content of my communications sent or stored in agency Information Resources. All user activity on Information Resources is subject to monitoring, logging, and review by the agency.

PERSONAL SECURITY IDENTIFICATION CODES (USER IDS AND PASSWORDS) - I AGREE THAT:

- I will receive and will be required to use a personal security identification code (User ID and Password) to gain access to and use Information Resources.
- My User ID and Password are security measures that must be used only by me, and I will not disclose my Password to anyone nor allow anyone else to use my User ID and Password.

- I will be held personally responsible for any transactions initiated, actions taken, or for any harm, loss, or adverse consequences arising from the use of my User ID and Password, including any unauthorized use by a third party if such party gains access to my User ID and Password due to my misconduct or failure to abide by agency policy.

SOFTWARE - I AGREE THAT:

- I will only install or use the software on agency computers that have been appropriately licensed and pre-approved for my use per agency policies and procedures.
- If installing or authorizing software installation on agency computers, I will be responsible for ensuring that such software is only used in a manner that complies with the terms of the applicable software license agreement and all applicable agency policies and procedures.

ACCESS TO DATA - I AGREE THAT:

- Proper authorization is required to access all data owned by the agency, except data that the agency has authorized for public access.
- I will not attempt to access or alter any data that I am not authorized to access in the performance of my job duties.
- I will not use agency Information Resources to review, alter, or otherwise act to obtain unauthorized access to information about myself or any relative, friend, or business associate.
- I will use appropriate measures to prevent others from obtaining access to agency data, such as securing my workstation by logging off or using a password-protected screen saver. Therefore, before leaving a workstation with access to files containing confidential or sensitive information, I will log off or activate a password-protected screen saver.
- I agree that if I receive a request for the release of agency information or data, I will follow the agency's policies and procedures for the release of information.

SECURITY OF EQUIPMENT - I AGREE THAT:

- I will not remove Information Resources from agency property without prior authorization and staff approval from the appropriate supervisor or authorized agent.
- I will immediately report all security incidents, including the loss or theft of any Information Resources or data, to agency management and the agency's Information Security Officer.

I AGREE THAT:

- I am required to be aware of, read and comply with the requirements and procedures of the Collin College Security Plan found at <https://www.collin.edu/security/isp.html>
- I must comply with all the policies concerning Information Resources set out in the agency's ISP.
- I must comply with all of the information security policies, standards, and guidelines of the agency division that employs me, including any changes to those policies, standards, and guidelines.

- My failure to comply with this Agreement may result in loss of access privileges to agency Information Resources or other disciplinary action, up to and including immediate termination for employees; termination or alteration of employment relations in the case of temporaries, contractors, or consultants; or dismissal for interns and volunteers. Individuals could also be subject to additional civil and/or criminal charges.

Implementation Information

Review Frequency:	Annually
Responsible Person:	CIO/IRM
Approved By:	SVP – Campus Operations
Approval Date:	12/14/2022

Revision History

Version:	Date:	Description:
1.0	11/17/2022	Initial document
1.1	11/09/2023	Annual Review – No Changes