

# Appendix L

# Non-disclosure Agreement

All New Mexico State University records, including both written documents and electronic data, are to be regarded as confidential.

Student records are particularly sensitive because of the Family Educational Rights and Privacy Act of 1974 (FERPA), which requires post-secondary educational institutions and agencies to conform to fair information practices in their handling of student data. Among the provisions of the act are the requirements that data be used only for intended purposes and that those responsible for student data take reasonable precautions to prevent misuse of it. In accordance with the provisions of FERPA, New Mexico State University grants employee access to student data only on a need-to-know basis and only for appropriate administrative, research, educational, or service functions, including but not limited to counseling and/or advising students, reporting to state and federal agencies, administering financial aid, conducting internal ad hoc reporting, etc.

Protection of NMSU records and compliance with FERPA rests upon the individuals entrusted with access to data. The non-disclosure agreement below is intended to define the employee's responsibility in safeguarding sensitive information and to record his or her recognition and acceptance of that responsibility.

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Within New Mexico State University anyone whose designated duties require access to student or employee records may use that information for appropriate research, educational, or service functions. Along with that access comes the responsibility to safeguard the individual's right to privacy and maintain the confidentiality of all records. Recognizing the responsibility I have regarding my access to student and/or employee records, I agree to the following:

- I will access NMSU student or employee records only as required to perform assigned duties.
- I will store information under secure conditions and make every effort to ensure the individual's privacy.
- I will not release suppressed or private information without authorization and I will not publicly discuss a record in a way that might personally identify that student or employee.
- Unless release of public information is regarded as part of my job, I will notify my supervisor immediately of any request I receive for public records.
- I will not release any information if the student has requested a total suppression of information on himself/herself.
- When I release information on a student, I will divulge only the information regarded as "directory" or public information, specifically the student's name, address, telephone listing, date and place of birth, major field of study, classification, participation in official recognized activities and sports, weight or height of members of athletic teams, dates of attendance, degrees and awards received, and most recent previous educational agency or institution attended. Furthermore, I will not release public information about students that was requested on the basis of non-public information (e.g. names of all international students, names of all students with GPA of less than 2.0, etc).

I understand that if I violate any of the terms of this agreement I am subject to disciplinary action.

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Employee Name:

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Employee Signature

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Date

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Email Address

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ID Number