

Texas Veterans Commission

Data Use and Non-Disclosure Agreement

PLEASE READ THE FOLLOWING AGREEMENT CAREFULLY AND COMPLETELY BEFORE SIGNING

This Agreement is entered by and between the Texas Veterans Commission (hereafter referred to as "Agency") and _____ for the handling, use and disclosure of confidential and sensitive information, including financial, medical, personnel, veteran or student data and pertains to all state-owned or controlled Information Resources. The purpose of this Agreement is to inform you of your principal obligations concerning the use of Agency Information Resources, and to document your acceptance to abide by these obligations.

"Information Resources" has the meaning defined in Texas Government Code § 2054.003(7): ". . .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 in a method determined by the Agency head or his or her designated representative.

CONFIDENTIAL AND SENSITIVE INFORMATION

As a necessary part of your association with the Agency, you may have access to information through your use of Agency Information Resources or through your associated activities with Agency information systems. The TVC Data Classification Policy define "Confidential" and "Sensitive" information to include personally identifying information, personal health information, financial 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 are required to read and to abide by these obligations.

I UNDERSTAND THAT:

- In the course of my association with the Agency, I may have access to Confidential and Sensitive information related to:

- Employees, users, contractors, veterans, students and other entities (e.g., records, conversations, applications, financial information). This may include any information by which the identity of a person can be determined, either directly OR indirectly.
- Agency functions (e.g., 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 Information Resources to include Confidential and Sensitive information.
- I will only access Confidential and Sensitive information for business needs.
- I will not in any way divulge, copy, release, sell, loan, review, alter, or destroy any Confidential or Sensitive information except as authorized.
- I will not misuse or carelessly handle Confidential and Sensitive information.
- I will encrypt when transferring and storing Confidential information, including when emailing or when storing such information on portable electronic devices and portable storage devices.
- I will safeguard and will not disclose my password or other authorization I have that allows me to access Information Resources, except as permitted by law.
- I will report activities that I suspect may compromise the confidentiality, integrity or availability of Information Resources.
- My privileges hereunder are subject to periodic review, revision, and if appropriate, renewal.
- I have no right or ownership interest in any Information Resources to include Confidential or Sensitive information referred to in this Agreement. The Agency may revoke my access to Information Resources at any time and without notice.

AUTHORIZED USE – I AGREE THAT:

- I will use Information Resources only for official state-approved business.
- I will not use Information Resources for personal reasons unless there are specific limited use exceptions permitted by TVC policy.
- I may be financially responsible for costs incurred because of my use of Information Resources beyond authorized Agency use to include data overage charges or equipment replacement.
- I have no right to expect privacy in my use of Agency Information Resources or in the content of my communications sent or stored in Agency Information Resources. All user activity is subject to monitoring, logging, and review.

PERSONAL SECURITY IDENTIFICATION CODES (USER ID'S 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 to 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.
- 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 software on Agency computers that has been properly licensed and approved for my use in accordance with Agency policies and procedures.
- If installing or authorizing the installation of software 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 for access to all data owned by Agency, except data that has been authorized by the Agency 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, for my own benefit, Agency Information Resources to review, alter, or otherwise act to obtain 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 either by logging off or using a password-protected screen saver and by complying with the security control requirements of the TVC Data Classification Policy.
- If I receive a request for the release of Agency information or data, I will follow Agency's policies and procedures to include notifying the General Counsel of the request.

SECURITY OF EQUIPMENT - I AGREE THAT:

- I will not remove Information Resources from Agency property without proper prior authorization and approval of staff with appropriate authority.
- I will maintain physical security of Information Resources under my care at all times.
- I will immediately report all security incidents, including the loss or theft of any Information Resources or data, to Agency management and to the Agency Information Security Officer.

NON-DISCLOSURE AND CONFIDENTIALITY – I AGREE THAT:

- I will hold and maintain Confidential and Sensitive information in the strictest confidence for the sole and exclusive benefit of the Agency.
- I will not, without prior written approval of the Agency, use for my own benefit, publish, copy or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of the Agency any Confidential or Sensitive information.

- I will immediately return to the Agency all Confidential and Sensitive information in whatever form or media if the Agency requests it.
- The Non-Disclosure and Confidentiality provisions of this Agreement excludes information that is: (a) classified as “Public” per the TVC Data Classification Policy; (b) publicly known at the time of disclosure; (c) disclosed by the Agency to me with prior written approval for disclosure.
- The Non-Disclosure and Confidentiality provisions of this Agreement shall survive the termination of this Agreement and my duty to hold Confidential and Sensitive information in confidence shall remain in effect so long as the information is classified as “Confidential” or “Sensitive” per the TVC Data Classification Policy or until the Agency sends a written notice releasing me from the Non-Disclosure and Confidentiality provisions of this Agreement, whichever occurs first.

I AGREE THAT:

- I am required to be aware of, read, and comply with the information of relevant Agency policies found at <https://www.tvc.texas.gov/policies>.
- I must comply with the policies where applicable concerning Information Resources set out in the Agency Policies and Procedures Manual, as well as any changes to those policies.
- I must comply with the policies, standards, and guidelines of the Agency Information Security Program, 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 termination for employees; termination or alteration of employment relations in the case of temporaries, contractors, or consultants; or dismissal for interns and volunteers. Additionally, individuals could also be subject to additional civil liability, and/or criminal charges.

Signed: _____

Printed: _____

Date: _____