

**West Virginia Library Commission
CONFIDENTIALITY AGREEMENT**

This agreement is entered into between the **West Virginia Library Commission** and [redacted] (the user). The User is an Employee of the West Virginia Library Commission. (The Agency and the User are jointly referred to as the Parties throughout this agreement).

All of the Parties agree as follows:

It is understood between the Parties that during the terms of his or her employment, that the User will only collect such personally identifiable information (PII) or other confidential information in conformance with Agency policy, procedures and rules.

It is also understood between the Parties that during the terms of his or her employment to the extent that the User has a need to know such information, the User may have access to personally identifiable information (PII) or other information deemed confidential, in either paper, electronic or verbal form.

The User agrees that he or she will not disclose to anyone, directly or indirectly, any such PII or other confidential information, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures and rules. If information specific release provisions and restrictions do not exist, then User agrees that he or she will only disclose confidential information (1) upon approval of Agency counsel or designee; and/or (2) with individuals who are known by the User to have prior authorization by his or her superior to have access to the data or information. All the above applies to release of information in total or fragmented form. Further, the User agrees that he or she will not misuse any media, documents, forms, or certificates in any manner which might compromise confidentiality or security or otherwise be illegal or against Agency policies, procedures or rules, such as altering a record, using a certificate improperly, etc.

The User understands that if he or she has any questions about the confidentiality of information or its collection, use or release, it is his or her responsibility to request clarification from his or her immediate supervisor.

Any document, report, study, article or other written information in whatever format, that the User prepares or information in whatever format that might be given to him or her in the course of his or her employment and any software, computer equipment, and/or any other property including, but not limited to, copyrighted materials that may be made available from time to time, are the exclusive property of the Agency and shall remain in the Agency's possession at **1900 Kanawha Blvd. E, Culture Center, Charleston, WV 25305** except as specifically consented to by the Agency. The User understands that all access to information is subject to monitoring and audit.

The User understands that even when he or she no longer has access to records at the Agency, he or she is bound by this document and must continue to maintain the confidentiality of information to which he or she previously had access.

By signing below, the User acknowledges that he or she has read and understands the contents of this document and understands that any improper collection, use or disclosure of PII or other information deemed confidential may result in disciplinary action. In addition, the Agency reserves the right to seek any remedy available at law or in equity for any violation of this Agreement.

[redacted]

Employee Signature

[redacted]

Employee (Print Name)

Witnessed by:

By: [redacted]

Date: [redacted]