

Guidelines for the Sharing and Handling of Alumni and Donor Data

Pfeiffer University Advancement Policy on the Confidentiality of Data and Alumni and Donor Information

PURPOSE:

This policy sets forth the duties and obligations of the University Advancement division to protect the confidentiality of information and data relating to University donors, prospective donors, and alumni and all other data and information deemed by University Advancement or the University to be confidential or proprietary in nature.

SCOPE:

This policy applies to employees (including work-study students), interns, volunteers and independent contractors providing service to or on behalf of University Advancement. This policy is intended to supplement existing University policies and procedures regarding confidential information.

POLICY:

1. Confidentiality of Advancement Information: All information and data maintained by the University Advancement division that is not publicly available ("Advancement Information") is deemed to be proprietary and confidential. All employees, volunteers and independent contractors providing services to or on behalf of the University are expected to maintain the confidentiality of all Advancement Information.
2. Definition of Advancement Information: For purposes of this policy, Advancement Information includes but is not limited to constituent information (including contact information such as addresses, business information, phone numbers, emails, etc. for alumni, staff, faculty, or any University constituents), names of donors or prospective donors, donor giving history, the amount, nature or terms of any gift or gift agreement, donor or prospective donor profile or background information, internal analysis, financial information, estate planning information, bank and brokerage account numbers, credit card numbers, electronic and telephone communications data or reports generated by or on behalf of University

Advancement, fundraising plans or objectives, campaign information, or internal policies and procedures of University Advancement.

3. Access to Advancement Information: Access to Advancement Information shall be limited to those employees, volunteers or independent contractors of University Advancement who require such access in order to provide services to or on behalf of the University. The extent of access to Advancement Information shall be limited to that necessary in order to provide services to or on behalf of the University.

No University employee, volunteer, or contractor shall be provided or attempt to gain access to Advancement Information unless he or she has signed a confidentiality agreement. University employees and volunteers shall sign the agreement set forth in Exhibit A of this policy. The confidentiality obligations of independent contractors may be set forth in a service agreement or a free-standing confidentiality agreement, provided the terms of such agreement are approved by the Vice President of Institutional Advancement and the University Counsel.

4. Limitations on Use of Advancement Information: University employees, volunteers, or contractors granted access to Advancement Information shall use such information only in the course of providing services to or on behalf of the University. Such individuals shall not disclose Advancement Information to any unauthorized University employee or contractor or to any third party without the prior written consent of the Vice President of Institutional Advancement.

University employees, volunteers, or contractors granted access to Advancement Information shall take all reasonable measures to secure the confidentiality of such information by, for example, locking offices, file cabinets or drawers, not sharing user IDs or passwords, and not discussing Advancement Information in the presence of third parties or unauthorized employees.

University employees, volunteers, or contractors granted access to Advancement Information shall not use such information for their own benefit or to benefit a third party. University employees, volunteers, and contractors shall not duplicate or disclose Advancement Information without prior written permission of the Vice President of Institutional Advancement. Advancement Information should only be destroyed using methods (i.e., shredding of documents) that are designed to protect

the security of confidential data.

5. Subpoenas and Legal Proceedings: If any member of the University Advancement office receives a subpoena, court order, search warrant, or other form of legal process seeking disclosure of Advancement Information, he or she should immediately notify the Vice President of Institutional Advancement who will coordinate the University's response with the University Counsel.
6. Media/General Inquiries: All media inquiries and other inquiries of a general nature should be referred to the Director of Marketing and Communications. Employees, volunteers, or contractors of the University should not respond to such inquiries without permission from the Director of Marketing and Communications. In addition, all press releases, publications, or other official declarations must be approved in advance by the Director of Marketing and Communications.

Exhibit A

Pfeiffer University Confidentiality Agreement

As a volunteer and ambassador of Pfeiffer University and its alumni, I agree to use Advancement Information for the sole purpose of enhancing and furthering the mission of Pfeiffer University. I, the undersigned employee or volunteer, therefore, agree to the following:

- I have read and understand the University Advancement Policy on the Confidentiality of Advancement Data and Information.
- I agree to comply with this policy, as amended from time to time.
- I understand that Advancement Information, including all forms of alumni and other constituent data, is the property of Pfeiffer University and may not be shared without the express written consent of the Office of University Advancement. I further acknowledge the sensitive and private nature of this data and that its use for any unapproved purpose, including but not limited to, reproducing and storing in a retrieval system by any means, electronic or mechanical, photocopying or using the addresses (electronic or otherwise) or other information for any private, commercial or political mailing is strictly prohibited and constitutes a misappropriation of corporate property.
- I agree to immediately notify the Vice President of Institutional Advancement of any unauthorized access to or disclosure of Advancement information of which I become aware.
- I understand that my failure to comply with the policy and this Confidentiality Agreement may result in disciplinary action up to and including revocation of volunteer status or termination of employment.

Signed: _____

Date: _____