

Electronic Data Confidentiality, Protection, and Non-Disclosure Agreement

This Electronic Data Confidentiality, Protection, and Non-Disclosure Agreement ("Agreement") is made and entered into by and between the University of Central Florida, a public university in the State of Florida ("UCF"), on behalf of its Board of Trustees, and the Heart of Florida United Way, Inc., a Florida not-for-profit corporation ("United Way").

WITNESSETH:

UCF participates annually in the Florida State Employees' Charitable Campaign ("FSECC") as part of the institution's positive reciprocal relationship with the community. The campaign is managed at UCF through the Office of the Vice President for Administration and Finance ("UCF FSECC Coordinator").

UCF is in possession of electronic data and information, which it considers to be confidential concerning general operations and employees. All of said data are collectively acknowledged to be, and referred to as, "Confidential Information". The Confidential Information is further described in this Agreement below.

The United Way, in connection with the conduct of its role as "Fiscal Agent" for the FSECC as appointed by the Florida Department of Management Services, the Governor of Florida, and the State FSECC Steering Committee, desires to have certain Confidential Information disclosed to it for the limited purpose of facilitating the use of its ePledge system in connection with the FSECC.

UCF is willing, and able as a Public Institution to disclose data considered to be Public Information under Florida law, to make limited disclosure of certain Confidential Information to the United Way for the limited purpose of facilitating the use of its ePledge system in connection with the FSECC, upon condition that the United Way protect and secure the Confidential Information, and maintain its strict and absolute confidentiality, as provided in this agreement, in connection with any Confidential Information supplied by UCF or any of its individual employees, including self-disclosed employee information, to the United Way.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants herein contained, the parties hereto intending to be legally bound, covenant and agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. In consideration of UCF disclosing said confidential Information to the United Way, including any Confidential Information previously supplied, the United Way agrees that with respect to any Confidential Information disclosed to it, whether written, oral, physical, computerized, or otherwise, it shall: (a) strictly and absolutely maintain its confidentiality; (b) restrict access to the Confidential Information disclosed hereunder to only those of its officers, directors, or employees who clearly need access to the information for the limited purpose set forth in this Agreement; (c) advise each of those persons to whom it provides access to the Confidential Information that the information is confidential and that such persons are strictly prohibited from making any use, publication, or disclosure of the Confidential Information; (d) undertake efforts to protect the Confidential Information, once received, from disclosure to any person or entity not a party to this Agreement without written consent from the UCF FSECC Coordinator; (e) use the Confidential Information solely for the limited purpose expressed in this Agreement and for absolutely no other purpose; (f) comply

with any other reasonable security measures with respect to the Confidential Information as may be requested in writing by UCF.

- a. Certain data fields are needed by the United Way to administer the ePledge system and offer said service to UCF. These data fields will be released to the United Way for all full-time regular employees. Other employees wishing to participate should contact UCF's FSECC Coordinator and shall be added to the system. Necessary data fields are:
 - i. first and Last name of the employee
 - ii. employee ID number ("PID")
 - iii. the employee's preferred email address as listed in UCF's PeopleSoft system
 - iv. the employee's division and department
 - v. salary
 - vi. FTE (full or part time payroll code)
 - vii. pay periods / year (26.1 for regular employees, 9.8 or 19.5 as applicable for 9-month faculty, etc)
3. In the event the use of the Confidential Information provided herein, or the conduct of the ePledge campaign, results in the United Way obtaining any information related to any UCF employees (including, without limitation, employee names, addresses, contact information, and/or any information obtained from the employee completing an ePledge form, either online or in paper format (i.e., financial information, bank account or credit card information), or any other information or data related to UCF employees (collectively "Employee Information")) the Employee Information shall be subject to the same protections, confidentiality, and limitations on use as provided in this Agreement for the Confidential Information.
4. United Way warrants and represents that:
 - a. The United Way is the designated Fiscal Agent representative for the FSECC for the Central Florida region under whose jurisdiction UCF falls for this campaign.
 - b. The United Way has electronic data security systems in place (including, without limitation, firewalls, anti-virus, anti-spam, and any other hardware or software) which will protect and preserve any Confidential Information and any Employee Information disclosed or received for the purposes of this Agreement.
 - c. The ePledge system will offer UCF employees an option to remain "Anonymous." Any employee selecting this option will have no personal information, including name, released to the charities to which they designate their donation. Employees who do not check Anonymous may have only their name and department released for the purpose of the charity sending information to that employee.
 - d. To the extent that the United Way uses any of the Confidential Information disclosed to engage in any direct email communication with UCF employees (excluding those UCF employees of the Office of the Vice President for Administration and Finance who administer the FSECC for UCF, no email communication(s) shall occur or be permitted until the UCF FSECC Coordinator has first reviewed and given its written approval to the form and content of the email communication(s). All said communications will be directly related to the FSECC, will contain a confidentiality statement, and will be sent only at the times and dates pre-determined in collaboration with the UCF FSECC Coordinator, the Office of the Vice President for Information Technologies and Resources, and the individuals coordinating the ePledge system for the United Way.
 - i. In the event that any part of the United Way's communications with UCF employees requests that the employees link to a Web site, the UCF FSECC Coordinator shall have been given prior access to, and shall have the right to prior approval of, the linked Web site. No linked Web site

