

**Harvard Alumni Association Clubs and Shared Interest Groups  
Non-Alumni Administrator – Alumni Data Confidentiality Agreement:  
Requirement to Protect Harvard Personally Identifiable Confidential Information**

[Attach to AlumniMagnet Participation Guidelines and Policies Agreement]

**DEFINITIONS**

**HAA** – the Harvard Alumni Association.

**HAA CLUB** – A HAA sanctioned organization, made up of HARVARD alumni residing in the same geographical region, that provides opportunities for local alumni to remain connected to HARVARD and to each other. HAA CLUBS are open to all alumni of HARVARD. Each HAA CLUB offers its own a variety of programs, services, and opportunities to its members and to its communities.

**HAA SHARED INTEREST GROUP** – Any collection of HARVARD alumni who actively engage in communicating and/or gathering around a central unifying purpose, mission, background or activity beyond class affiliation or regional proximity.

**HARVARD** – President and Fellows of Harvard College, including all schools, departments and affiliates thereof.

**HARVARD ALUMNI ENTITY** – The undersigned HAA CLUB or HAA SHARED INTEREST GROUP.

**HARVARD CONFIDENTIAL INFORMATION** – Shall include any and all: (i) non-public information about HAA, HARVARD or HARVARD ALUMNI ENTITY; (ii) non-public information of third parties maintained by HAA, HARVARD or HARVARD ALUMNI ENTITY; (iii) non-public and other personal information about current, prospective or former HAA, HARVARD or HARVARD ALUMNI ENTITY (as applicable) faculty members, employees, students, other persons associated with HAA, HARVARD or HARVARD ALUMNI ENTITY (as applicable) and other individuals, including, but not limited to, Harvard identification number, social security number, bank or other financial account numbers, credit or debit card numbers, driver's license number, other state issued identification number, financial information, employee benefits information, health records and biometric data, and any other information that has been marked as private by such individual; and (iv) any other information specifically identified by HAA, HARVARD or HARVARD ALUMNI ENTITY as confidential. Notwithstanding the foregoing, unless otherwise designated as public, all HARVARD CONFIDENTIAL INFORMATION, including but not limited to all information about individual students, faculty, and staff must be considered confidential; including, but not limited to all biographical data: name, home/office address, telephone/fax numbers, and email address (including HAA post.harvard email forwarding address). HARVARD ALUMNI ENTITY's definition of HARVARD CONFIDENTIAL INFORMATION includes information about a person or an entity that, if disclosed, could reasonably be expected to place either the person or the entity at risk, or be damaging to financial standing, employability, or reputation. Inappropriate disclosure or misuse of confidential information may lead to criminal or civil liability.

**NON-ALUMNI ADMINISTRATOR** – The undersigned person or entity who neither holds a degree from nor has completed an alumni-status-granting program from Harvard University, and who is acting in a position as a Head Administrator or sub-administrator and provides technical, clerical, or operational support to HARVARD ALUMNI ENTITY.

**OBJECTIVE**

The purpose of the Non-Alumni Administrator – Alumni Data Confidentiality Agreement is to define the policies for allowing NON-ALUMNI ADMINISTRATOR with access to HARVARD CONFIDENTIAL INFORMATION. Failure to adhere to said policies: (i) may lead to criminal or civil liability; (ii) may violate HARVARD ALUMNI ENTITY's agreement(s) with third parties, which may result in loss of specific privileges and/or termination of the provision of certain goods or services (including, but not limited to the HAA's right to have one or more website's hosted on the AlumniMagnet Platform that is provided by OmniMagnet, LLC); and (iii) may result in disciplinary action being taken by HARVARD ALUMNI ENTITY against NON-ALUMNI ADMINISTRATOR,

including but not limited to suspension or termination of NON-ALUMNI ADMINISTRATOR's position with HARVARD ALUMNI ENTITY.

1. In performing his or her obligations to HARVARD ALUMNI ENTITY, NON-ALUMNI ADMINISTRATOR may receive, obtain on his or her own, maintain, process or otherwise have access to HARVARD CONFIDENTIAL INFORMATION, including personally identifiable confidential information about students, employees and other people associated with Harvard.
2. To the extent that NON-ALUMNI ADMINISTRATOR has access to HARVARD CONFIDENTIAL INFORMATION, such NON-ALUMNI ADMINISTRATOR shall:
  - i. Maintain and/or abide by appropriate safeguards for the confidentiality of such HARVARD CONFIDENTIAL INFORMATION as required by HARVARD ALUMNI ENTITY, which safeguards shall be at least as protective of HARVARD CONFIDENTIAL INFORMATION as the safeguards set forth in 201 Code of Massachusetts Regulations 17.00;
  - ii. Only access HARVARD CONFIDENTIAL INFORMATION to the extent required to perform daily duties as requested by HARVARD ALUMNI ENTITY;
  - iii. Not use HARVARD CONFIDENTIAL INFORMATION except as necessary for the performance of its services and duties for HARVARD ALUMNI ENTITY;
  - iv. Limit access to HARVARD CONFIDENTIAL INFORMATION to those of HARVARD ALUMNI ENTITY's other employees or authorized representatives who have a specific need for such access in order to perform services for HARVARD ALUMNI ENTITY (each, a "Permitted Employee");
  - v. Obtain written approval from HARVARD ALUMNI ENTITY prior to sharing HARVARD CONFIDENTIAL INFORMATION with anyone not a Permitted Employee for any purpose other than as required by law, in which case HARVARD ALUMNI ENTITY shall be promptly notified of any such sharing, unless such notice is prohibited by law;
  - vi. Obtain written approval from HARVARD ALUMNI ENTITY prior to implementation of any remote (including Internet) access to HARVARD CONFIDENTIAL INFORMATION by anyone (including any other HARVARD ALUMNI ENTITY personnel) not a Permitted Employee;
  - vii. Cause all HARVARD CONFIDENTIAL INFORMATION to be encrypted when transmitted via the Internet or any other public network;
  - viii. Adhere to HARVARD ALUMNI ENTITY's rules for password requirements;
  - ix. Ensure that no HARVARD CONFIDENTIAL INFORMATION is stored on any portable device, for example laptops or PDAs;
  - x. Notify HARVARD ALUMNI ENTITY within four (4) business hours of any security breach or compromise that jeopardizes the security of HARVARD CONFIDENTIAL INFORMATION.
3. HARVARD ALUMNI ENTITY, in its sole discretion, from time to time may further identify additional pieces of information as confidential, personally identifiable, or sensitive.
4. Survival of Data Protection Requirements after Termination of Agreement: The provisions of this agreement shall survive the termination of this or any other agreements between HARVARD ALUMNI ENTITY and the NON-ALUMNI ADMINISTRATOR, at least in regard to any HARVARD CONFIDENTIAL INFORMATION in the possession of the NON-ALUMNI ADMINISTRATOR.
5. NON-ALUMNI ADMINISTRATOR agrees that any breach of this Agreement by NON-ALUMNI ADMINISTRATOR will cause irreparable damage to HARVARD ALUMNI ENTITY and/or the HAA and HARVARD, and that in the event of such breach HARVARD ALUMNI ENTITY will have, in addition to any and all remedies of law, the right to an injunction, specific performance or other equitable relief to prevent the violation of my obligations hereunder. Any waiver by HARVARD

ALUMNI ENTITY of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach of such provision or any other provision hereof. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, exclusive of its rules governing choice of law and conflicts of law.

The parties have executed this Agreement as of the date first written above.

HAA Club or HAA Shared Interest Group Name (Please Print)	
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HAA Club or HAA Shared Interest Group President - Name, Degree/Class (Please Print)	
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Non-Alumni Administrator (Please Print)	Email Address
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Non-Alumni Administrator (Signature)	Date (MM/DD/YYYY)
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Please return to:

Jen Flynn

Director of Clubs and SIGs

Harvard Alumni Association

124 Mt. Auburn Street, 6<sup>th</sup> FL

Cambridge, MA 02138

Or Fax to:

617-495-0434