

## TERMS OF USE

### **CONFIDENTIALITY AGREEMENT FOR VOLUNTEERS IN THE CARNEGIE MELLON UNIVERSITY ATHLETICS ALUMNI MENTORING PROGRAM**

On behalf of the students, faculty, and staff of Carnegie Mellon University, we are grateful for your volunteer service. Our university considers the records it maintains on students and alumni of the University to be highly confidential. Some information maintained may also be subject to the Family Educational Rights and Privacy Act (FERPA) or other protections. As a result, any infraction of this Agreement may result in investigative measures to determine the source of the violation and solution to resolve the matter.

This Agreement (Agreement) contains the terms and conditions that govern your access to and use of the Carnegie Mellon University Athletics Alumni Mentoring Program (hereinafter “Mentoring Program”) and is an agreement between Carnegie Mellon University and you (“you”). This Agreement takes effect when you click an “I Accept” button or check box presented with these terms or, if earlier, when you use the Mentoring Program (“Effective Date”). You represent to us that you are lawfully able to enter into contracts (e.g., you are not a minor).

Mentors and mentees must read and agree to comply with this Agreement in order to be eligible to participate in the Mentoring Program.

- I understand that all constituent information found in Xinspire is confidential and is to be used only for the legitimate business of the Mentoring Program.
- I will not seek personal benefit or knowingly permit others to benefit personally from constituent information.
- I will not share Mentoring Program information or materials with anyone outside the University without prior approval.
- I understand that conversations with my mentor/mentee are subject to strict professional standards of confidentiality.
- I understand that to disclose academic standing or grade information about my mentee to anyone would be a violation of the Family Educational Rights and Privacy Act (FERPA), which is a Federal law that protects the privacy of student education records. I agree to abide by FERPA’s limitations on re-disclosure of personally identifiable information in education records; to not use or disclose education records created or received from, by, or on behalf of Carnegie Mellon or its students for any purpose other than the purpose for which such disclosure is made; and to not use or disclose such education records except as permitted by this agreement, as required by law, or as authorized by Carnegie Mellon in writing. I agree to defend, indemnify and hold harmless Carnegie Mellon Parties from and against any final award by a competent court of damages, costs, liabilities, and expenses (including attorneys’ fees and costs) resulting from my negligence and breach of obligations in this section.



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- I am participating in this program voluntarily, and I agree that I will not hold Carnegie Mellon University, its officers or agents, liable for any injury that I may sustain in this capacity. I hereby release Carnegie Mellon University from any liability whatsoever for damages to my person or property incidental to my participation in this program.
- If I drive or ride with my mentor/mentee in a car, I understand that I assume responsibility for the safety of myself and my passengers. I understand that the University bears no liability for use of personal vehicles.
- I understand that violation of this confidentiality agreement is unethical behavior and grounds for dismissal from the program.

I have read the above statements. In carrying out my responsibilities on behalf of the Mentoring Program, I agree to maintain the confidentiality of the information to which I have access in accordance with the confidentiality statement set forth above.

