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**SOUTH DAKOTA SCHOOL OF MINES & TECHNOLOGY  
UNIFIED DATABASE POLICY**

**Dated February 10, 2015**

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# SOUTH DAKOTA SCHOOL OF MINES & TECHNOLOGY UNIFIED DATABASE POLICY

**1. Definitions.** As used in this Policy, the following terms shall have these definitions:

SDSM&T and University	South Dakota School of Mines & Technology
AAn	SDSM&T Alumni Association
Fdn	SDSM&T Foundation
HRC	SDSM&T Hardrock Club
UD	Unified Database, described more specifically in paragraph 5 below
RE	Raiser’s Edge software
Policy	This Unified Database Policy
DMG	Database Management Group, described more specifically in paragraph 11 below
SUWG	Super-User Working Group, described more specifically in paragraph 11 below
Constituent	A person or entity whose information is contained in the UD
Primary Point of Contact	An individual who is designated pursuant to paragraph 13 below

**2. Introduction.** Various individuals and groups associated with the University, AAn, Fdn and HRC need to have access to certain types of information contained in the UD in order to assist them in their work supporting the missions of these organizations. This Policy provides procedures and guidelines to the AAn, Fdn and HRC for providing those individuals and groups with that access, while protecting the privacy of UD information, which currently relates to more than 15,000 graduates of SDSM&T and approximately 2,000 friends of SDSM&T. This Policy has been approved by the AAn, Fdn and HRC.

**3. To whom this Policy applies.** This Policy applies to all persons who have access, or who are granted access, to UD information pursuant to this Policy through or in association with the AAn, Fdn or HRC.

**4. Purposes of this Policy.** The purposes of this Policy are:

A. Assist with outreach, service, development, and engagement activities for the University, AAn, Fdn and HRC. These activities include: (i) communications regarding constituent

events; (ii) fundraising in coordination with the Fdn; (iii) building relationships; (iv) providing educational and employment opportunities; (v) interacting with the local community; and (vi) any other activities authorized by the DMG. The DMG shall coordinate such other activities with activities scheduled or planned, either jointly or separately, by the University, AAn, Fdn and HRC.

B. Provide a procedure for consolidating into the UD information that currently may be held by individuals (e.g., AAn Area Vice Presidents) or organizations (e.g., the HRC) that would assist in planning and conducting the activities described above.

C. Provide procedures for updating, correcting and improving all information in the UD.

D. Define: (i) the persons authorized to have access to UD information; (ii) the information to which they have access; and (iii) the use they are authorized to make of that information.

E. Prevent the improper release of UD information by persons who receive access to that information.

F. Prevent UD information from becoming public information under South Dakota law.

G. Specify the consequences of a UD user's failure to comply with this Policy's requirements.

**5. Information to be included in the UD.** The intention of this Policy is to include in the UD personal data such as names, addresses, telephone numbers, and email addresses for individuals and entities; donation histories of individuals and entities; bequeaths in wills and trusts; and donor meeting notes. Similar records may exist in other databases or lists held by the University, AAn, Fdn, HRC and volunteers, in which cases those records shall be consolidated into the UD and no longer maintained as separate records or databases by those entities or persons. More specifically, UD shall include:

A. Information contained in RE;

B. Information held by the HRC regarding donors and prospective donors to the HRC;

C. Information held by AAn, Fdn, or HRC Board members, Trustees and volunteers regarding alumni or SDSM&T friends' information related to engagement, development or fund raising activities;

D. Directory information held by the University regarding SDSM&T graduates, to the extent that the release of that information is allowed under South Dakota and Federal law and consistent with the provisions of paragraph 6 below. This information shall be added twice a year, post-graduation;

E. Information held by University personnel regarding contacts they have made in connection with development or fund raising for the University or Fdn; and

F. Updates, additions, deletions, or corrections to any of the above-described information.

**6. Private and proprietary information.** All UD information, including the entire and any partial or complete compilation thereof, is private and proprietary and shall remain so when shared with or provided to other persons or entities. Disclosure of information in the UD that is

not authorized by this Policy shall constitute an impermissible release of personal information under South Dakota law. The information in the UD shall remain private property and shall be provided with the protections from public release and unauthorized use set forth in this Policy and in the Agreements attached as Exhibits B, C and D to this Policy. The UD shall be protected to the same or higher standard as other University databases. The data, data compilations, data maintenance, analysis and reporting stratagems associated with the UD are proprietary information and trade secrets, as recognized by South Dakota law, and shall be protected from disclosure by all parties.

The AAn, Fdn and HRC hereby acknowledge that, in accordance with SDCL §§1-27-1.5 and 1-27-30, the University will exclude from the UD or exclude from inspection and copying, and exclude release to any person or entity the following: (i) any personal information in the University's records regarding any student, prospective student, or former student other than routine directory information; and (ii) any personally identified private citizen account payment information, credit information or other information supplied in confidence.

The AAn, Fdn and HRC further acknowledge that the University will exclude from release correspondence memoranda, calendars or logs of appointments, working papers, and records of telephone calls of public officials or employees related to the UD. Records arising from the day to day interaction among employees of the University and its affiliated entities, including through the UD, are excluded from disclosure.

**7. Authorized uses of UD information.** UD information shall be used only for the purposes described in paragraph 4.A above.

**8. Persons and entities authorized to access UD information.** A person's or entity's authorization to access UD information, and the scope of their rights to export information from, or import information to, the UD shall be determined by the User Group to which that person or entity belongs, as specified in the Database Access Table attached to this Policy as Exhibit A.

**9. Preconditions to access to UD information.** All persons or entities seeking access to information in RE, or to otherwise obtain information contained in the UD without RE access, shall be required to agree in writing to the terms of this Policy, as follows:

A. If the person is listed in the Database Access Table (Exhibit A) in a User Group whose Access Level is either: (i) "Full-Import/Input/Update/Export Data", or (ii) "Full View-Exported data from SUWG", that person shall execute the Confidentiality and Non-Disclosure Agreement, attached to this Policy as Exhibit B.

B. If the person is listed in the Database Access Table (Exhibit A) in a User Group other than those described in paragraph 9.A above or as a “Third Party”, as described in paragraph 9.C below, or for online Alumni Directory access as described in paragraph 9.D below, that person shall execute the Application for Access to Unified Database Information and Confidentiality and Non-Disclosure Agreement, attached to this Policy as Exhibit C.

C. If the person or entity is listed in the Database Access Table (Exhibit A) as a “Third Party”, that person or a person authorized to act on behalf of that entity shall execute the Unified Database Confidentiality and Non-Disclosure Agreement for Use with Third Parties, attached to this Policy as Exhibit D.

D. If any person requests access to the online Alumni Directory, access shall be governed by the SDSM&T Alumni Directory Access Policy, a copy of which is attached to this Policy as Exhibit E.

**10. Updating of information and provision of existing and future UD information.** All persons and entities receiving access to UD information pursuant to this Policy shall exercise their best efforts to improve the quality of that information. Specifically, they shall provide their respective Super-User with any updates or corrections of any information they receive with respect to any Constituents as to whom or which they previously had been provided UD information. They also shall provide to their respective Super-User all information that currently is, or becomes, in their possession or control that is of the type contained in the UD. The transfer by any such person of UD information to an unauthorized recipient or any separately maintained database is a violation of this Policy.

**11. UD management and operation.** The UD shall be managed by the DMG, which shall include one representative each from the University, AAn, Fdn and HRC. The DMG shall:

- Provide senior level oversight and policy governance of the UD
- Discuss and resolve matters related to the operation of the UD that cannot be resolved by the Super-Users
- Approve standard procedures, practices and patterns of use that improve the quality and utility of the UD
- Approve criteria for inclusion of non-alumni, or groups of non-alumni for potential inclusion in the UD
- Approve and oversee implementation of procedures for designating Primary Points of Contact pursuant to paragraph 13 below

- Recommend changes to the Database Access Table, attached to this Policy as Exhibit A, to the governing entities of the University, AAn, Fdn and HRC
- Fully and currently share information about potential unauthorized use with other parties
- Periodically review and recommend changes in governance, policy and procedures to their respective executive leaders and governing entities.

The SUWG shall include one representative each from the University, AAn and HRC, and two representatives from the Fdn. The SUWG shall:

- Review, recommend and implement improvements to training, procedures, maintenance and software
- Discuss and resolve matters related to the day-to-day operation of the UD
- Develop, propose and implement standard procedures, practices and patterns of use that improve the quality and utility of the UD
- Recommend non-alumni, or groups of non-alumni for potential inclusion in the UD, and criteria for considering non-alumni for inclusion
- Coordinate updates of the database, including importing data on new graduates
- Maintain and use standardized non-disclosure agreement and retain signed copies as appropriate
- Maintain a confidential record of “salts” in the UD and in exported lists to detect and deter misuse
- Develop and maintain standard practices for opt-out, do not mail and do not call requests and record such requests in the UD
- Coordinate training on UD management and use.
- Serve as alternate or substitute Super-User for the other Super-Users to cover temporary or short term absences. In addition, each Party may designate up to two alternate or substitute “Super-Users” to receive training and provide back-up in the event of temporary absences.

In the event that the DMG cannot resolve a matter important to one or more of the four entities, the matter will be brought to the attention of the President of the University, the President of the AAn, the Chairman of the Executive Committee of the Fdn, and the Vice President of the HRC for resolution.

**12. Revision of this Policy.** This Policy may be revised from time to time as mutually agreed upon in writing among the AAn, Fdn and HRC; provided that such revisions are consistent with the provisions of the Unified Database Agreement dated February 10, 2015 between those entities and the University.

**13. Primary Points of Contact.** If a record in the UD is assigned a Primary Point of Contact for purposes of development, persons who are not that Primary Point of Contact shall not contact or communicate with that individual, corporation or foundation for the purposes of development without coordinating with the Primary Point of Contact in advance.

**14. Enforcement of this Policy.** The AAn, Fdn and HRC each shall be responsible for enforcing penalties for violations of this Policy by their respective employees or agents or third parties providing services to them. If an authorized user of UD information becomes aware of what they believe is a violation of this Policy by another user, that authorized user shall immediately so inform any SUWG representative of this suspected violation. That SUWG representative then shall immediately notify its representative on the DMG and the other entities' DMG and SUWG representatives of the violation. In the event of a user's violation of this Policy, the employer or principal of that user shall have the right to suspend immediately the user's access to the UD. Reinstatement of that user's access shall be in the sole and exclusive discretion of the employer or principal.

**15. Restriction and opt-out rights.** A Constituent shall have the right to request that all or part of his or her UD information be restricted to the University, AAn, Fdn and/or HRC, by contacting that organization's SUWG representative in writing. A Constituent also shall have the right to request that he or she be sent no further communications from the University, AAn, Fdn or HRC by contacting the SUWG representative for that organization in writing. Such requests will be processed immediately and will be effective no later than thirty (30) days after the SUWG representative's receipt of the request. An opt-out request by a Constituent may be reversed in part or in whole, except to the extent that the University, AAn, Fdn or HRC has relied upon a previous user preference. It shall be the responsibility of the University, AAn, Fdn or HRC, as applicable, to inform Constituents of these opt-out rights.

**16. Legally required disclosure.** If the AAn, Fdn or HRC is required by any law, rule, regulation, order or subpoena to disclose any information in the UD, that entity shall have no liability for complying with that requirement. The Constituent whose information is to be so disclosed shall be notified in advance of that disclosure, if possible, and if not, as soon as practicable after that disclosure.

**17. Emergency Disclosure.** The AAn, Fdn and HRC shall be authorized to disclose information in the UD if and to the extent that such disclosure is necessary to protect the health, safety or



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property of any person. The Constituent whose information was so disclosed shall be notified of that disclosure as promptly as practicable.

**18. Supersession.** This Policy and its Exhibits are adopted by the AAn, Fdn and HRC pursuant to the Agreement dated February 10, 2015, among those three parties and the University. This Policy and its Exhibits supersede and replace in all respects all other prior privacy policies and agreements by and among the University, AAn, Fdn and HRC regarding the subject matter hereof, including but not limited to the letter of agreement dated January 9, 1981 among the University, AAn and Fdn; and the privacy policy that has been utilized by the Fdn, titled "The South Dakota School of Mines & Technology Policy Foundation and Alumni Association Constituent Data"; provided, however, that the SDSM&T Alumni Directory Access Policy attached as Exhibit E to this Policy shall remain in effect with respect to access to information contained in the online Alumni Directory. In the event of an inconsistency between the provisions of Exhibit E and other provisions of this Policy, those other provisions shall govern.

## EXHIBIT A

### DATABASE ACCESS TABLE

User Group	Access Level	Access Limitations	Additional Details	Direct Database Access
Super-User Working Group (SUWG)	Full - Import/Input/Update/Export Data	None	1 new position (Univ), 4 existing positions (AAn/Fdn(2)/HRC); Responsibilities: Training, quality control, input, updates, downloads	Yes
Super-User Back-ups	Full - Import/Input/Update/Export Data	None	Up to two alternate super-users for each Party, with training, to provide back-up for temporary absences	Yes
Database Management Group (DMG)	Based on Staff Position below	Based on Staff Position below	One management level person from each organization; Responsibilities: UD governance, resolve issues, approve procedures, recommend changes, share information on unauthorized use.	Based on Position below
Foundation (Fdn) Internal Financial Staff	Full - Import/Input/Update/Export Data	None	Fdn personnel that require RE access / functionality to perform job responsibilities (financial, reports, etc.)	Yes
Fdn Development Officers / Other Staff	Full View - Exported data from SUWG	Input to Action*, Prospect & Notes Tabs Only	Input to RE via worksheet to SUWG for upload or directly thru computer or mobile app	Yes
Alumni Association (AAn) Staff	Full View - Exported data from SUWG	Input to Action & Notes Tabs Only		Yes
Hardrock Club (HRC) Staff	Full View - Exported data from SUWG	Input to Action*, Prospect & Notes Tabs Only	Include all donations received by HRC in database donation records; Input to RE via worksheet to SUWG for upload or directly thru computer or mobile app	Yes
Univ President	Full View - Exported data from SUWG	Input to Action*, Prospect & Notes Tabs Only	Input to RE via worksheet to SUWG for upload or directly thru computer or mobile app	Yes
Univ Vice Presidents and Deans	Full View - Exported data from SUWG	Input to Action & Notes Tabs Only	Probably not all - determined by Univ development needs	Some
Univ Directors and Department Heads	Full View - Exported data from SUWG	Input to Action & Notes Tabs Only	Probably not all - determined by Univ development needs	Some
Univ Admin Assistants / Secretaries	Based on Supervisors Level	Based on Supervisor's Level	Typically one assistant or secretary per supervisor with RE access	Some
Univ Faculty / Other Staff	Via Exported Spread sheets from SUWG	Contact Information Only		No
Fdn Board of Trustees & Volunteers	Via Exported Spread sheets from SUWG	Contact Information Only		No
AAn Board of Directors & Volunteers	Via Exported Spread sheets from SUWG	Contact Information Only		No
AAn Area Vice Presidents	Via Exported Spread sheets from SUWG	Contact Information Only		No
HRC Board & Volunteers	Via Exported Spread sheets from SUWG	Contact Information Only		No
Third Party - Mailings	Via Export from SUWG	As needed for mail merge		No
Third Party - e-mailing	Via Export from SUWG	E-mail addresses		No
Third Party - Auto Dialing	Via Export from SUWG	As needed for Phonathons	Upload to "CallFire" or similar for phonathons	No
Student Workers	Via Export from SUWG	As needed for specific purpose	Under direction of SUWG. Such as Fdn Phonathon and AAn regular student worker	No
Student Group Advisors	Via Exported Spreadsheets from SUWG	Contact Information Only	Clarify restrictions and limitations, required to coordinate w Fdn	No
Student Groups	None	None		No
Online Alumni Directory (AD) Registered Users	Online Alumni Directory View	Alumnus/ae may restrict to keep private, per AD Policy	Defined by SDSM&T Alumni Directory Access Policy to provide online access to basic Alumni contact information	No

Direct Database Access: Yes = Raiser's Edge (RE) loaded on computer and/or mobile access.

Action\* = entry fields will allow for Highly Confidential/Anonymous entry information to be entered.

## **EXHIBIT B**

### **CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

**1. Introduction.** South Dakota School of Mines & Technology (“SDSM&T” or “University”) greatly appreciates your willingness to help to develop resources for the institution, in your capacity as \_\_\_\_\_ [describe position or user group, per Database Access Table]. In that capacity, you are authorized to receive full or full view access to information contained in the SDSM&T Unified Database (“UD”), subject to the requirements of this Agreement. That information contains personal data regarding alumni and friends of SDSM&T, such as names, contact information, birthdates, and academic degrees, donations, bequeaths, and related data. The UD is regularly updated with information regarding new SDSM&T graduates, changes in personal information of alumni and friends, and new donations and bequeaths. Your authorization and right to access to information in the UD is subject to the provisions of this Agreement.

**2. UD management.** Operation of the UD resides with the Super-User Working Group (“SUWG”), with oversight by the Database Management Group (“DMG”), as described in the Unified Database Policy (“Policy”), which has been approved by the SDSM&T Alumni Association (“AAn”), SDSM&T Foundation (“Fdn”), and Hardrock Club (“HRC”). This Agreement is executed pursuant to that Policy.

**3. Information request – Full View User Groups.** Each time that you wish to receive downloaded data in spreadsheet or other form, including electronic form, from the UD, please complete and submit to the Super-User for your user group (i.e., University, AAn, Fdn or HRC) an Information Request in the form attached as Attachment 1 to this Agreement. The Super-User will provide you with the requested information as soon as possible.

**4. Confidential Information; Uses.** All UD information is private and proprietary. The information provided to you from the UD shall be used only for the purposes of outreach, service, development, and engagement activities for SDSM&T, including: (i) communications regarding constituent events; (ii) fundraising in coordination with the Fdn; (iii) building relationships; (iv) providing educational and employment opportunities; (v) interacting with the local community; and (vi) any other activities authorized by the DMG. If you are provided with a password to the UD, you agree to keep that password confidential. UD information provided to you shall be kept confidential. Best practices include deleting and shredding any records that exist outside of the UD after their use is completed to ensure that they are not transferred,

copied or stolen. If you become aware of a violation of the requirements of this paragraph 4 by another UD user, you agree to immediately notify any Super-User of that violation.

**5. Training.** You agree to participate in appropriate training with respect to use of the UD.

**6. Updating of information.** The UD is of most value when it contains accurate and current information. As a person that has access to the UD, you have the responsibility to share information that will improve the quality of the UD and agree to exercise your best efforts to improve the quality of the information. Specifically, you agree to provide your respective Super-User with any updates or corrections of any information received by you with respect to any individuals or entities as to whom or which you have been provided information. You also agree to provide all information that currently is, or becomes, in your possession or control that is of the type contained in the UD.

**7. Effect of non-compliance with this Agreement.** Your failure to comply with this Agreement may result, in the sole and exclusive discretion of the SUWG, in the immediate suspension of your access to the UD. Reinstatement of your user access shall be in the sole and exclusive discretion of your employer or principal. Violation of this Agreement also may result in termination of employment or your position with \_\_\_\_\_ [describe entity].

**8. Your opt-out rights.** You may at any time elect to opt out of your access to the UD by providing written or e-mail notification to your user group's Super-User of the date upon which you wish to have your access terminated. The SUWG then shall terminate your access as of the specified date.

**9. Revisions to Policy and this Agreement.** The Policy provides that it may be revised from time to time by mutual agreement of the AAn, Fdn and HRC. In that event, you shall be notified in writing or by e-mail of the intended revisions, and you shall have seven (7) days after your receipt of that notice to exercise your opt-out rights pursuant to paragraph 8 above. If you do not exercise your opt-out rights, you shall be deemed to have accepted the intended revisions to this Agreement.

**10. Effect of termination of employment or other service.** No later than seven (7) days prior to termination of your employment by the University, AAn, Fdn or HRC, or prior to termination of your service that entitles you to access to UD information pursuant to this Agreement, you agree to provide to the Super-User for your user group written or e-mail notice of that upcoming termination. In the event of a non-voluntary termination of your employment or service, your access to UD information shall be terminated immediately.

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**11. Supersession.** This Agreement and Attachment 1 supersede and replace in all respects all prior privacy policies and agreements regarding UD information to which you previously may have been a party, including but not limited to the Fdn’s policy titled “The South Dakota School of Mines & Technology Policy Foundation and Alumni Association Constituent Data”; provided, however, that the SDSM&T Alumni Directory Access Policy, dated 5/12/14 (“AD Access Policy”), shall remain in effect with respect to access to information contained in the Alumni Directory. In the event of an inconsistency between the provisions of the AD Access Policy and the provisions of this Agreement, this Agreement’s provisions shall govern.

Please indicate your agreement to the above terms by signing and dating below.

AGREED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

\_\_\_\_\_

Print Name

# ATTACHMENT 1

## INFORMATION REQUEST

The undersigned, in [his] [her] capacity as \_\_\_\_\_, hereby requests from \_\_\_\_\_ [describe Super-User to which request is made] the following UD information in the following format for the following purpose(s):

1. Information requested: \_\_\_\_\_.
2. Format: \_\_\_\_\_.
3. Purpose(s) of Use of the UD information: \_\_\_\_\_.

The undersigned agrees that the UD information provided shall be used solely for the purpose(s) described in item 3 above and that [she] [he] will maintain the confidentiality and privacy of that information in compliance with all of the requirements of the Confidentiality and Non-Disclosure Agreement to which this Information Request is attached.

The undersigned agrees that upon completion of the use for which this request is made, [she] [he] shall use reasonable efforts to return all hard copies and to delete and destroy to a non-readable form any and all other copies in any other form of the UD information that were supplied to you pursuant to this request.

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

## EXHIBIT C

### APPLICATION FOR ACCESS TO INFORMATION IN UNIFIED DATABASE AND CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

South Dakota School of Mines & Technology (“SDSM&T” or “University”) greatly appreciates your willingness to help to develop resources for the institution, in your capacity as \_\_\_\_\_ [describe position or user group, per Database Access Table]. In order to protect the confidentiality of the information you are requesting, please complete the information in items 1, 2 and 3 below and confirm your agreement to the provisions of paragraphs 1 through 4 below.

The undersigned, in [his] [her] capacity as \_\_\_\_\_, hereby requests from \_\_\_\_\_ [describe entity (e.g., University, Alumni Association (AAn), Foundation (Fdn) or Hardrock Club (HRC)) to which the information request is made] the following information contained in the SDSM&T Unified Database (“UD”) in the following format for the following purpose(s):

1. Information requested: \_\_\_\_\_.
2. Format: \_\_\_\_\_.
3. Purpose(s) of Use of the UD information: \_\_\_\_\_.

You agree that the UD information provided shall be used solely for the purpose(s) described in item 3 above, and that you will maintain the confidentiality and privacy of that information in compliance with all of the following requirements, which are contained in the SDSM&T UD Policy for the AAn, Fdn and HRC or the University UD Policy I-06, as appropriate:

1. **Private and proprietary information.** All UD information is private and proprietary, is owned by the UD owners, and shall remain so when shared with or provided to other persons or entities. Your disclosure of UD information for any purpose other than as that described in item 3 above, and your use of the UD information provided to you to create or maintain a separate or private database or compilation, are expressly prohibited. At no time shall any of the UD information provided to you be sold to or shared with any other organization or person without the express written consent of the organization to which you are submitting this request.

2. **Updating of information.** The UD is of most value when it contains accurate and current information. As a person who receives data from the UD, you have the responsibility to share information that will improve the quality of the UD. With the consent of the individual or entity to whom the UD information applies (“Constituent”), you agree to provide your respective

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Super-User with any updates or corrections of any information received by you with respect to that Constituent. You also agree to provide to your Super-User all information that currently is, or becomes, in your possession or control that is of the type contained in the UD. If you use the UD information provided to you for the purpose of organizing an event, you shall make a reasonable effort to request new and updated UD information before contacting constituents or invitees for future events.

3. **Enforcement of Agreement.** Your violation of this Agreement may, in the sole and exclusive discretion of the entity that has provided the UD information to you, result in termination of your access to UD information and, if you are an employee of the University, Alumni Association, Foundation, or Hardrock Club, may result in termination of your employment.

4. **Destruction and Deletion of UD Information.** You agree that, upon completion of the use for which this request is made, you shall use reasonable efforts to return all hard copies and delete and destroy to a non-readable form any and all copies of the UD information that were supplied to you in any form pursuant to this request.

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature



## EXHIBIT D

### UNIFIED DATABASE CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT FOR USE WITH THIRD PARTIES

Third Party Vendor ("Vendor"):

Company/Person \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

South Dakota School of Mines & Technology ("SDSM&T")

Organization ("Customer") \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

The undersigned representative for Vendor agrees to maintain the Customer's data for the sole purpose of accessing that data for the Customer's individual use, as specified by the Customer. Vendor agrees to utilize reasonable efforts to maintain the confidentiality of the Customer's information.

The data provided to the above named Vendor is private and proprietary, is owned by the SDSM&T Unified Database ("UD") owners pursuant to the SDSM&T UD Policy, and shall remain so when shared with the Vendor. At no time shall the Customer's data or mailing list be sold to or shared with any other organization or customer of the vendor or person without the express written consent from the Customer.

The Vendor shall return all hard copies and delete and destroy to a non-readable form any and all copies of the data supplied via any media, unless otherwise instructed, upon completion of this single use application.

Vendor: \_\_\_\_\_

Organization: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Name (Print): \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# **EXHIBIT E**

## **SDSM&T ALUMNI DIRECTORY ACCESS POLICY**

**[SEE ATTACHED]**

## **SDSM&T Alumni Directory Access Policy**

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### **1. Introduction:**

- a. The SDSM&T Unified Database (currently known as “The SDSM&T Alumni Database”) is a proprietary database operated jointly by the SDSM&T Alumni Association (AAn) and the SDSM&T Foundation (Fdn) (collectively, AAn-Fdn) containing a variety of information about alumni and friends (constituents) of the South Dakota School of Mines and Technology (University). The SDSM&T Unified Database (Database) is stored on University servers that are maintained by Information and Technology Services. Access to the Database is password protected and restricted to authorized users. The online Alumni Directory is a tool provided through a portal on the AAn website that allows registered users to search alumni records and view basic information on alumni with records in the Database.

### **2. Alumni Directory Allowed Users:**

- a. Access to the Alumni Directory shall be granted to all alumni and may be granted to designated non-alumni who are 1) University Administration and Faculty shown on the published top level University organization chart (Figure 1) and their secretaries and assistants, 2) University Athletic Department Head Coaches and administration, 3) select additional University faculty and staff that have alumni interactions, or 4) Hardrock Club (HRC) Staff.
- b. Users of the Alumni Directory must register individually through the AAn website portal with a unique user name and password. Alumni Directory access is restricted to registered users only.
- c. Additional requests for access by University personnel or HRC staff may be granted consistent with the above guidelines through an e-mail request, specifying the reason for needing access,

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to the AAn Office ([alumni@sdsmt.edu](mailto:alumni@sdsmt.edu)). These requests will be reviewed and approved or denied by the AAn Office in writing.

- d. Annually, the list of non-alumni registered users of the Alumni Directory will be reviewed by the AAn Office to check for changes in status or employment and reported to the AAn Executive Committee.

### 3. Online Alumni Directory Terms of Use:

- a. Appropriate use of the online Alumni Directory is for obtaining general personal and contact information about a specific alumnus/alumna by name or groups of alumni identifiable by class year, major, city or state.
- b. All information obtained through Alumni Directory access remains the property of the AAn-Fdn and may not be distributed to non-authorized individuals or groups.
- c. The AAn-Fdn will provide Alumni Directory access to individuals only for outreach, service, development, and engagement activities that require contact with and/or knowledge of Alumni. Such activities include, but are not limited to, communicating constituent events; fundraising in support of the University, AAn, Fdn or HRC; building relationships; providing educational and employment opportunities; interacting with the local community; and the like.
- d. Any use of the information contained in any profile for direct or indirect soliciting, other than for fundraising in support of the University, AAn, Fdn or HRC that is coordinated with the Fdn or AAn, for profit, or for mass mailing or e-mailing is strictly prohibited.
- e. The Database is of most value when it contains accurate and current information. All Alumni Directory users have the responsibility and obligation to 1) update their personal information through the AAn website portal, 2) report any updated or new information on alumni to the AAn Executive Assistant, and 3) report any and all identified errors in Alumni Directory information to the AAn Executive Assistant. The AAn Executive Assistant will update the alumni records.
- f. Alumni Directory access and passwords are not to be shared with anyone.
- g. Use of the Alumni Directory data for developing or maintaining a separate database of Alumni is prohibited.
- h. Registered non-alumni users with a change in work status must report the change to the AAn Executive Assistant so that access can be removed or updated. Any personnel changes at the University will be communicated by the University's Human Resources Department to the AAn Executive Assistant.
- i. Non-alumni constituent records cannot be accessed through the Alumni Directory.
- j. As a condition of access, the Alumni Directory user accepts responsibility and liability for misuse of the accessed data.

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- k. Use of the Alumni Directory constitutes the user's agreement to all of the terms of this Policy, and any violation of the terms of this agreement will result in that user's loss of access.
- l. The AAn-Fdn reserve the right to refuse or discontinue access or service at any time.

### 4. Process for obtaining online Alumni Directory Access:

- a. Approved non-alumni users will be extended an invitation via email to register for access. The Alumni Directory Access "Terms of Use" will be included in the invitation along with instructions for registering on the AAn website.
- b. Each person obtaining access must be an Alumnus or Alumna of the University or on the approved non-alumni access list (identified by position).
- c. Each person must request access by registering at the AAn website (<http://alumni.sdsmt.edu/>) portal using the "Login/Join" link.
- d. On the next screen, the requester must agree to the Alumni Directory Access "Terms of Use" requirements available via a link on the page and acknowledge agreement by clicking on "I Agree".
- e. The following screen is the regular website login page. New users will click on "New User Registration" to continue.
- f. On the new user registration screen, non-alumni requesters must use their university e-mail address (username@sdsmt.edu) and campus mailing address (501 E. St Joseph St.). Alumni may use their personal e-mail and mailing addresses. (Figure 2)
- g. The requester must register using a unique username and password. Then click on "Submit".
- h. An automatic "welcome" e-mail will be sent to the requester indicating they have successfully joined the online community. The AAn Executive Assistant will review the access request, confirm the person / position is an alumni or on the approved non-alumni list, and grant access. This will usually occur on the next business day.
- i. Once access has been approved, the AAn Executive Assistant will send the requester an e-mail confirmation that access is granted along with a copy of this policy and "Terms of Use" for their records. The requester is then an approved user and will have access to the online Alumni Directory.

### 5. Online Alumni Directory Instructions:

- a. To access the Alumni Directory, navigate to the AAn website (<http://alumni.sdsmt.edu/>) and click on the "Login/Join" link, click "I agree" to the "Terms of Use" policy which is available via a link on the page. On the next screen enter your user name and password, and click "Login".

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- b. After successful login, the welcome screen will display with your basic profile and links to allow viewing or updating your personal profile and privacy settings for the Alumni Directory.
- c. To access the Alumni Directory, after login, click on the menu item "Communications > Alumni Directory" to display the Alumni Directory Search page.
- d. To find an individual alumnus or alumna, enter name information in the search criteria area and click on "Search". All Alumni records in the database that match the name(s) entered will be listed below. Click on an individual's name to display the "Directory Profile" screen.
- e. To find a group of alumni, enter one or more of the other search criteria: Major, Class (graduation year), City, or State. Note that the system lists 50 names per page and limits total records returned to 500 or 10 pages. Click on an individual's name to display the "Directory Profile" screen.
- f. On the Directory Profile screen, the alumnus/alumna name and basic information is displayed. Any information that the alumnus/alumna has made "private" will not be displayed. In addition, if an alumnus has "opted out" of sharing all information, the profile will not be accessible.
- g. Helpful Tip – Less is sometimes more. If your results are not bringing up what you were hoping to see, try searching with less information in your search criteria. Try one field instead of two or more.

### 6. Changes to the Alumni Directory Access Policy:

- a. Minor policy revisions, clarifications and corrections that do not change the intent of this Policy may be made by agreement of the AAn and Fdn Executive Committees.
- b. Additions to the approved non-alumni University or HRC users will be approved and documented by the AAn Office and documented annually to the AAn Executive Committee.
- c. Major changes to this Policy may be made by review and approval of the AAn Board of Directors and the Fdn Board of Trustees. These will be documented as a revised Policy.

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**7. Approval of The Alumni Directory Access Policy:**

The terms and conditions of the SDSM&T Alumni Directory Access Policy are hereby accepted and approved by:

SDSM&T Alumni Association  
Board of Directors

SDSM&T Foundation  
Executive Committee and Board of Trustees

5/18/2014  
Date

5-30-2014  
Date

Carmen R. Adams  
President, Carmen R. Adams

Lorin L. Brass  
Chairman, Lorin L. Brass

7. Attachments:

Figure 1: University Organization Chart

([www.sdsmt.edu/About/Office-of-the-President/Organizational-Chart/](http://www.sdsmt.edu/About/Office-of-the-President/Organizational-Chart/))

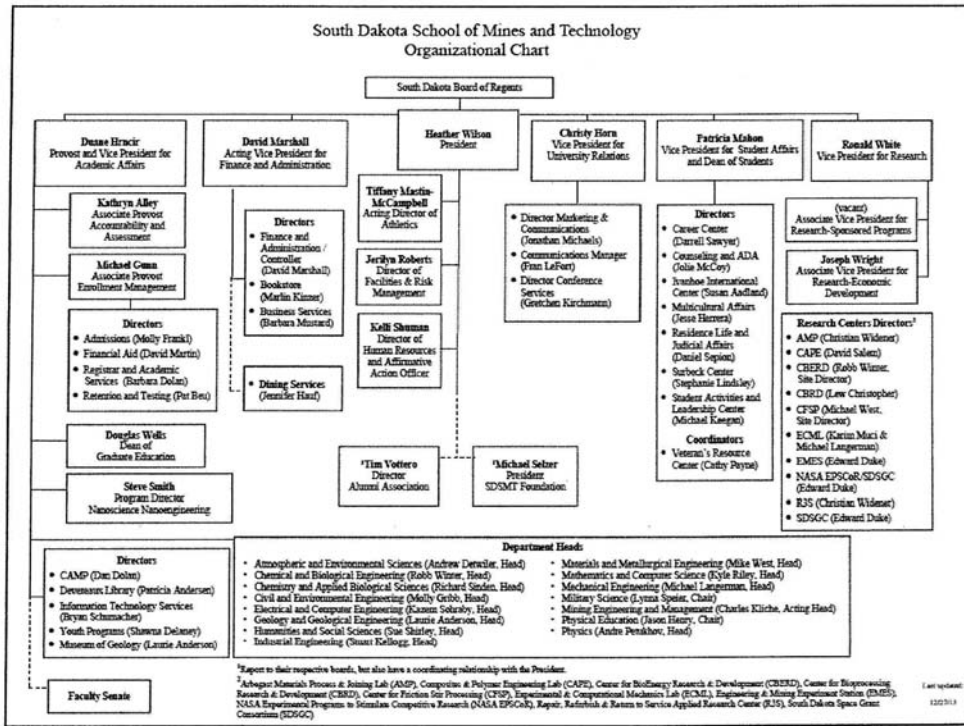




Figure 2: New User Registration Screen

Non-Alumni Users must use their SDSMT.edu email address and mailing address.

To register, please fill out the form below and hit submit. If you already have a User ID and Password, please return to the previous screen to login.

### New User Registration

Title 1:

First Name:  \*

Last Name:  \*

Preferred Email:  \*

Country:

Address lines:

City:  \*

State:   \*

ZIP:  \*

Maiden name:

### Account Information

Username:  \*

Password:  \*

Confirm Password:  \* 7 characters or more.

[User Login](#)