



**AGREEMENT TO PROTECT CONFIDENTIAL PERSONAL INFORMATION**

THIS AGREEMENT (the "**Agreement**") is entered into on this \_\_\_\_ day of \_\_\_\_\_ by and between the Ohio Department of Veterans Services, (ODVS) located at 77 S. High Street, 7<sup>th</sup> Floor, Columbus, OH 43215, and \_\_\_\_\_ with an address at \_\_\_\_\_ (the "**Receiving Party**").

The Receiving Party hereto requests access to certain confidential personal information available through the Defense Personnel Records Information System ("DPRIS") for the sole purpose of assisting veterans in obtaining benefits from the U.S. Veterans Administration and/or any state or local programs.

ODVS takes seriously the protection of personally identifiable information, as evidenced in departmental policy #12-01. This policy provides requirements for protecting the privacy of people who have personally identifiable information in its databases. As a federal database, DPRIS records are subject to the Privacy Act of 1974, 5 U.S.C. 552(a) and other federal statutes and regulations.

Therefore, in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Definition of Confidential Information.**

Confidential personal information is personal information that falls within the scope of section 1347.15 of the Ohio Revised Code and that ODVS is prohibited from releasing under Ohio's Public Records law and/or the Federal Privacy Act of 1974.

2. **Use of Confidential Information.**

The Receiving Party agrees to not to access the DPRIS system from any other computer than from their County Veterans Service office computer. The Receiving Party further agrees to use the Confidential Information only solely for official, lawful purposes, including, (but not limited to): administering a statutory provision or duty; complying with any state or federal program requirements; drafting or processing a claim; or otherwise administering a program with individual participants or beneficiaries. The receiving party further agrees it has a duty not to disclose any information without proper authorization.

The receiving party acknowledges DPRIS is a Department of Defense Computer system and that this computer system, including all related equipment, networks, and network devices (specifically including Internet access) are provided only for authorized U.S. Government use. DoD computer systems may be monitored for all lawful purposes, including insuring that their use is authorized, for management of the system, to facilitate protection against unauthorized access, and to verify security procedures, survivability, and operational security. Monitoring includes active attacks by authorized DoD entities to test or verify the security of this system.

During monitoring, information may be examined, recorded, copied and used for authorized purposes. All information, including personal information, placed or sent over this system may

be monitored. Use of this DoD computer system, authorized or unauthorized, constitutes consent to monitoring of this system. Unauthorized use may subject you to criminal prosecution. Evidence of unauthorized use collected during monitoring may be used for administrative, criminal, or other adverse action. Use of this system constitutes consent to monitoring for these purposes.

The receiving party further agrees he or she will not access or use DPRIS for any purposes other than those listed above, and that DPRIS will not be accessed for any unofficial or unlawful purposes, including (but not limited to) any of the following: unauthorized viewing of any records (including their own); for gain or personal profit for themselves or others; out of simple curiosity or personal interest; to commit a crime; for retribution, use in a personal conflict or promotion of a personal point of view; to harass or embarrass.

3. **Term.**

This Agreement shall remain in effect for so long as the Receiving Party is employed by their county Veterans Service Commission. Notwithstanding the foregoing, the Receiving Party's duty to hold in confidence Confidential Information that was disclosed during term shall remain in effect indefinitely, regardless of their employment status. .

4. **Violations.**

The Receiving Party hereby acknowledges that any unauthorized access to DPRIS will result in immediate loss of access to the system and the loss of ODVS certification as a Veterans Service Officer. Any unauthorized disclosure of any information obtained from DPRIS will result in immediate loss of access, loss of certification and could subject the Receiving Party to criminal prosecution under state and/or federal law. Any employee who violates a confidentiality statute or rule may be subject to criminal charges, civil liability arising out of their actions, employment termination and any or all potential remedies that may be had at law.

Receiving Party shall immediately return and redeliver to Disclosing Party all tangible material embodying any Confidential Information provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving therefrom, and all other documents or materials ("Notes") (and all copies of any of the foregoing, including "copies" that have been converted to computerized media in the form of image, data, word processing, or other types of files either manually or by image capture) based on or including any Confidential Information, in whatever form of storage or retrieval, upon the earlier of (i) the completion or termination of the dealings between the parties contemplated hereunder; (ii) the termination of this Agreement; or (iii) at such time as the Disclosing Party may so request; provided however that the Receiving Party may retain such of its documents as is necessary to enable it to comply with its reasonable document retention policies. Alternatively, the Receiving Party, with the written consent of the Disclosing Party may (or in the case of Notes, at the Receiving Party's option) immediately destroy any of the foregoing embodying Confidential Information (or the reasonably non-recoverable data erasure of computerized data) and, upon request, certify in writing such destruction by an authorized officer of the Receiving Party supervising the destruction).

11. Miscellaneous.

(a) This Agreement constitutes the entire understanding between the parties and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the parties, with respect to the subject matter hereof. This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.

(b) The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of the State of Ohio applicable to contracts made and to be wholly performed within such state, without giving effect to any conflict of laws provisions thereof. The Federal and state courts located in the State of Ohio shall have sole and exclusive jurisdiction over any disputes arising under, or in any way connected with or related to, the terms of this Agreement and Receiving Party: (i) consents to personal jurisdiction therein; and (ii) waives the right to raise *forum non conveniens* or any similar objection.

(c) Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

(d) Although the restrictions contained in this Agreement are considered by the parties to be reasonable for the purpose of protecting the Confidential Information, if any such restriction is found by a court of competent jurisdiction to be unenforceable, such provision will be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. If it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement will be enforced as if such provision was not included.

(e) Any notices or communications required or permitted to be given hereunder may be delivered by hand, deposited with a nationally recognized overnight carrier, electronic-mail, or mailed by certified mail, return receipt requested, postage prepaid, in each case, to the address of the other party first indicated above (or such other addressee as may be furnished by a party in accordance with this paragraph). All such notices or communications shall be deemed to have been given and received (a) in the case of personal delivery or electronic-mail, on the date of such delivery, (b) in the case of delivery by a nationally recognized overnight carrier, on the third business day following dispatch and (c) in the case of mailing, on the seventh business day following such mailing.

I hereby acknowledge receipt of this agreement and agree to be bound by its terms.

\_\_\_\_\_  
Receiving Party Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Office Phone Number

\_\_\_\_\_  
E-mail address

Enclosure #1