



Private & Personally Identifiable Information Agreement

TO BE FILLED OUT BY LIBRARIES PERSONNEL
Collection name:
Collection number:
Effective Date:

Welcome to the University of Colorado Boulder Libraries. We strive to provide researchers with as much access to our collections as possible, while respecting the reasonable privacy expectations of individuals and taking reasonable steps to protect other sensitive or confidential information. To that end, **we require your commitment not to inappropriately exploit private and personally identifiable information.**

The below-named individual (“Researcher”) acknowledges that archival collections at the University of Colorado Boulder Libraries (“Libraries”), including but not limited to twentieth and twenty-first century archival materials, may contain private and personally identifiable information (“PII”). PII may include, but is not limited to, certain personal, educational, medical, financial, criminal, attorney/client, and personnel records. Examples of PII may include: Social Security numbers, driver’s license numbers, passport numbers, tax identification numbers, financial account information, credit card numbers, personal addresses (physical or email), personal telephone numbers, birth dates, employment information and records, medical or genetic information and records, student education records, grand jury records, non-public law enforcement records, non-public court records, human-subject research records, privileged information (attorney-client, doctor-patient, etc.), government-classified information, etc.

Libraries personnel have taken reasonable steps and exercised reasonable care to identify and, in some cases, remove PII found within archival collections when undertaking archival processing work. However, certain archival collections, particularly in those collections that are unprocessed or have been minimally processed by Libraries personnel, may still contain PII.

In exchange for access to archival materials containing PII held by the Libraries, Researcher agrees to:

- 1) Immediately notify Libraries personnel in person or by contacting rad@colorado.edu if Researcher becomes aware of the existence of PII in any archival materials ;**
- 2) Not make notes, reproductions (including photographs), or other record of PII found within the archival collections;**
- 3) Not publish, publicize, or disclose PII found within the archival collections to any other party for any purpose (except if the Researcher obtains authorization from the University of Colorado Institutional Review Board to produce human subject research records in de-identified form); and**

4) Complete all other applicable forms and agreements, including the Reading Room Registration Form, and to comply with all applicable policies and procedures of the Libraries.

Violation of this agreement by Researcher may result in the loss of research or access privileges in archival collections held by the Libraries at the discretion of Libraries personnel. Libraries further reserves all other remedies available at law and in equity.

Researcher assumes all responsibility and liability for access to and use of the archival collections, including any PPII that may be contained therein. Researcher shall defend, indemnify, and hold harmless the Regents of the University of Colorado, a body corporate, its agents and employees, and the Libraries (the "Indemnified Parties"), from and against any and all claims, demands, costs, fees (including reasonable attorney's fees), losses, and expenses incurred by the Indemnified Parties as a result of Researcher's access to or use of the Libraries' materials or facilities.

This Agreement is governed by and construed in accordance with the laws of Colorado. Regardless of venue or jurisdiction, the governmental and sovereign immunities afforded the University of Colorado as a state institution, including, without limitation, the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 et seq., control.

INFORMATION, INCLUDING CONFIDENTIAL INFORMATION, IS PROVIDED "AS IS." UNIVERSITY OF COLORADO MAKES NO REPRESENTATION OR WARRANTY AS TO ACCURACY, COMPLETENESS, MERCHANTABILITY, OR FITNESS FOR ANY PURPOSE OR CONDITION INCLUDING ANY PATENT OR COPYRIGHT INFRINGEMENT. RESEARCHER IS SOLELY RESPONSIBLE FOR ACCESS AND USE OF INFORMATION.

This Agreement is accepted and agreed to by:

Researcher Name (printed): _____

Signature: _____

Date: _____

TO BE FILLED OUT BY LIBRARIES PERSONNEL
Libraries Personnel Witness (Printed Name):