

## SIGMA GAMMA RHO DATA SHARING POLICY

### I. Purpose

The purpose of the *Sigma Gamma Rho Data Sharing Policy* (“Policy”) is to establish guidelines on data collection and use in order to protect the Sorority and its membership from data misuse and to prevent miscommunication on the part of the International Corporate Headquarters, regions, local chapters, members and various foundations or third parties regarding data usage.

### II. Scope

This Policy will apply to Sigma Gamma Rho Sorority, Inc.’s International Corporate Headquarters (“ICHQ”), Regions, local chapters, Affiliates, members, foundations and other third parties in privity with Sigma Gamma Rho Sorority, Inc. (the “Sorority”) that have access to membership data through their affiliation with the sorority.

### III. Definitions

**Affiliate** – An active member of one of the Sorority’s affiliated groups as defined in the Sorority’s governing documents.

**Data Request** – A request submitted to the Sorority by Regions, local chapters, Affiliates, members, foundations and other third parties to access or use Membership Data for a specific purpose.

**Foundation** – Independent charitable organization affiliated with the Sorority that receives membership data to support member donations provided in the Sorority’s governing documents.

**International Corporate Headquarters (ICHQ)** – Refers to the International Corporate Headquarters of Sigma Gamma Rho Sorority, Inc. located in Cary, North Carolina.

**Local Chapter** – An active local chapter of the Sorority as defined in the Sorority’s governing documents.

**Member** – An active member of the Sorority as defined in the Sorority’s governing documents.

**Membership Data** – Any information pertaining to individual members or Affiliates of the Sorority, including but not limited to, names, addresses, email addresses, phone numbers, social security numbers, health information and membership number(s). All Membership Data is owned by the Sorority. Only the Sorority has the ability to grant permission to transfer or share the Membership Data with a third party.

**Permitted Use** – Refers to use of Membership Data allowable by Section IV. of this Policy.

**Regions** – Refers to the five (5) regional chapters of Sigma Gamma Rho Sorority, Inc. as defined in its governing documents: Central, Northeastern, Southern, Southwestern, and Western.

**Third Party** – An entity or individual that is unrelated to the Sorority, ICHQ, Regions, local chapters, Affiliates, or members.

#### **IV. Policy**

##### **a) Intended Use of the Data:**

Membership Data that is shared with Regions, local chapters, Affiliates and Foundations (“data recipients”) may only be used for non-commercial purposes related to the mission of the Sorority. This Policy grants data recipients a limited permission to use the Membership Data while data recipient remains active membership. The Agreement will also limit the scope of how the Membership Data can be transferred, reproduced or shared by the data recipient as defined below:

1. Local chapters have limited permission to use the Membership Data for the purpose of conducting the business of their own chapter, but not that of another chapter.
2. Each Region has the limited permission to use the Membership Data collected from its own region but not that of another region.
3. Affiliates have the limited permission to use the Membership Data as reasonable and necessary pursuant to the advancement of the mission of the Sorority and while maintaining active membership as an Affiliate.
4. Foundations have the limited permission to use the Membership Data pursuant to relevant agreements, MOUs and other contractual arrangements.

##### **b) Constraints on Use of Data:**

Upon receiving a Data Request, the Sorority has the discretion to provide only such Membership Data as it deems fit to address the Data Request and further the mission of the Sorority. The Sorority shall establish processes to limit transmission of Membership Data. Membership Data cannot be shared with or sold to third parties without the express written permission of the Sorority. Moreover, data recipients may not sell or transfer Membership Data for the purposes of campaign-related activities, solicitation, or marketing without the express written permission of the Sorority. Only ICHQ, with the approval from the Sorority’s leadership, may permit the transfer or use of Membership Data for campaign related activities, solicitation, marketing or to Third Parties.

**c) Data Confidentiality:**

Membership Data should remain confidential and should not be disclosed verbally or in writing to an unauthorized Third Party, by accident or otherwise. Data Requests to receive Membership Data must be made in writing. The format of the Membership Data transferred is at the discretion of the Sorority and may be changed from time to time. A recipient of the Sorority's Membership Data must represent it has the proper processes in place to maintain the confidentiality of the Membership Data. A data recipient must notify the Sorority immediately upon discovering a breach of confidentiality of Membership Data.

**d) Data Security:**

The data recipient acknowledges and represents that it has the proper processes in place to ensure the secure storage of the Membership Data. Access to Membership Data will be limited to those individuals that require access. A data recipient must notify the Sorority immediately upon discovering an unauthorized access or disclosure of Membership Data. Notice will be provided in writing and within 24 hours of discovery of the unauthorized access or disclosure.

**e) Methods of Data Sharing:**

Membership Data will be transferred to Regions weekly by ICHQ as directed by the Sorority's leadership. Membership Data may be transferred to Foundations by reports that are generated by ICHQ as directed by the Sorority's leadership. The Sorority has the discretion to provide only such Membership Data needed to address the request. The Sorority shall establish processes to limit transmission of Membership Data

**V. Effective Date**

The Data Sharing Policy will be effective as of October 1, 2018.

**VI. Period of Agreement**

This Policy may be modified by the Sorority's Board of Directors at its sole discretion.

**VII. Compliance**

The Sorority has the discretion to enforce this Policy. Non-compliance with the terms of this Policy may result in termination of the permission to use the Membership Data and other sanctions provided by law and/or according to the Sorority's governing documents.