

**Advisor Non-Disclosure Agreement**

The University has received notice from \_\_\_\_\_, Complainant/Respondent, that you will be serving as their Advisor throughout SIU's grievance process under SIU's Interim Policy and Procedures on Sexual Harassment, Sexual Assault, Sexual Misconduct, Dating Violence, Domestic Violence and Stalking.

As an Advisor, you may accompany your advisee to any meeting, interview, or hearing related to the University's grievance process. You may be made privy to sensitive information and concerns related to alleged sex or gender-based discrimination, harassment, violence, and/or retaliatory conduct; you will have access to the evidence that is directly related to the allegations at issue; and you will receive a copy of the University's Investigation Report, if your advisee directs the University to do so.

Pursuant to the Title IX regulations promulgated by the Office for Civil Rights on May 19, 2020, effective August 14, 2020, schools and colleges may limit an Advisor's use and disclosure of these sensitive materials and information.

Accordingly, please indicate your understanding of, and agreement to comply with, the following conditions for serving in the role of Advisor by initialing next to each:

\_\_\_\_\_ I understand that records associated with Title IX and SIU's grievance process may be subject to the Family Educational Rights and Privacy Act (FERPA) and may be considered confidential under Title IX.

\_\_\_\_\_ I understand that evidence, information, and/or materials contained within the Investigation Report or to which I am made privy by the institution in any form, by any means of conveyance, in my role as an Advisor may only be used for purposes directly related to the grievance resolution process.

\_\_\_\_\_ I understand that dissemination and/or disclosure of these materials to any non-involved third parties and/or the public is strictly prohibited.

\_\_\_\_\_ I understand that any unauthorized use, dissemination, or disclosure of these materials will result in my dismissal as an Advisor, could result in my being permanently barred from serving as an advisor in institution proceedings, could lead to employee discipline if I am an institutional employee, and/or could lead to code of conduct charges against my advisee based on my misconduct, for which they are responsible, the sanctions of which could include expulsion or termination. I also understand I may be civilly liable to other parties for breach of privacy or public revelation of private facts.

My signature below indicates acceptance of all terms herein.

\_\_\_\_\_  
Advisor's Printed Name

\_\_\_\_\_  
Advisor's Signature/Date

\_\_\_\_\_  
Advisor's Relationship to Advisee

\_\_\_\_\_  
Advisor's Company / Organization