# Faculty Manual

# Section VI
# Sundry Matters

# September 1, 2011

**Union College**
807 Union Street
Schenectady, NY 12308

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## I. TRAVEL

### A. Faculty

The Dean of Academic Departments administers the budgets for faculty travel. Any member of the faculty who attends a meeting of a national learned society as a national officer, to read a paper, to serve as an invited participant in a panel discussion, or presents an invited paper at a learned symposium within the contiguous United States and Canada, is ordinarily entitled to receive reimbursement from the College for some expenses as described below.

— Travel to and from the conference by the most direct route by the use of either coach class or the lowest appropriate fare at the time of booking.
— Travel to and from the conference by self-owned auto at the current college mileage rate, the total amount not to exceed air fare.
— Grants for international travel and travel to Alaska and Hawaii are at the discretion of the Dean of the Faculty and shall not exceed the cost for coast-to-coast travel within the United States.
— A per diem at rates specified by the Deans' office.
— Registration fees.

Grants to any particular faculty member in the course of a year shall not normally exceed the approximate cost for coast-to-coast travel within the United States plus a per diem for three days.

If a share of travel expenses or honorarium is paid by the conference host, the faculty member is obligated to claim remuneration from the College sufficient to meet only the difference between what the host provides and the allowable amounts enumerated above.

Faculty members representing the College at meetings, installations, etc., may have their actual travel expenses fully reimbursed.

The Dean of Academic Departments administers modest budgets for travel to meetings, workshops, symposia, etc. for members of the faculty even though they may not be active participants in the program. The purpose of this fund is to enhance and encourage the professional development of members of the faculty, especially in areas in which they have not yet reached the point where they can be reasonably expected to present papers at the meeting. Such grants will be made at the discretion of the Dean of the Faculty. Applications should be made well in advance, and will be evaluated on their merits, subject to the availability of budgeted funds.

Faculty members who are completing the terminal year of an appointment are not eligible for travel support after June 30 of the terminal year.

### B. Terms Abroad

When faculty members travel outside the continental United States to teach in the Union College Terms Abroad Program, the College will pay the full cost of the lowest available airfare for the faculty member. In determining lowest available airfare, consideration should be given to:

— Domestic vs. Foreign Carriers.
— Using consolidators.
— Completing reservations as soon as possible after receiving the Term Abroad assignment.

— Avoiding having to change departure and return times or dates.

When a spouse accompanies the faculty member for the entire term, the College may pay the full cost of the lowest available airfare for the spouse if he or she assists in directing the program.

The College will not pay for any increased airfare which results from stopovers for personal (non-business) reasons.

Any exceptions to the above policy must be approved by the Dean of the Faculty.

**C. Administrative Staff**

Travel on college business will be remunerated as follows: the most direct route by either coach class or the lowest appropriate fare at the time of booking, actual surface transportation costs, actual hotel costs, actual meal costs. Judgment should be exercised in keeping costs in line.

## II. POLICIES AND PROCEDURES FOR TRAVEL AND EXPENSE REIMBURSEMENT

### A. Purpose

To provide guidelines to employees for the accounting and reporting of reasonable travel-, living- or faculty grant-expenses to be reimbursed in accordance with College policy.

### B. Policy

In accordance with the College's travel and expense policy, employees will be reimbursed for reasonable expenses incurred in the normal course of activity. Moderate travel, cars, meals and living accommodations, etc., are considered reasonable expenses. Reimbursement will be based on an actual or per diem basis as designated by Responsibility Center. Reimbursement will be made on a per trip, event, or grant basis upon submission of a properly approved Expense Report.

The form should be all inclusive, showing all expenses pertinent to the trip, grant, etc. In the event that expenses exceed allowable limits, the summary section should report the actual total. In such cases, the reimbursement request will not equal the amount shown as "Due To" the employee.

Employees are encouraged to use Trevi Travel, NFT Travel, Stockade Travel or online discount travel services.

As employees of the College, all faculty and administrators may qualify for an American Express card. Application is through Human Resources; however, the card is the personal property of the employee and charges will be billed to the employee directly. Expenses incurred for College activity should be charged to the employee's College-issued American Express card. College prepayments such as conference registrations and the like should be submitted to the Purchasing Office for payment and should be shown as a College Payment in the summary section of the Expense Report to include all expenses applicable to the trip, grant, etc.

The College will not issue advances in excess of $125 for any trip, grant, etc. Therefore, in the event that the employee has elected not to receive an American Express card, a personal credit card or personal cash must be used.

### C. Procedures

1. Advances
   a. When required, the Cashier will issue advances (not to exceed $125) to employees upon receipt of a completed Advance Request Form.
   b. Advances should not be drawn more than two working days before needed.
   c. All cash advanced is the personal responsibility of the requestor. Money lost, stolen, misplaced, used for non-reimbursable expenses, or otherwise unaccounted for must be repaid by the individual drawing the cash advance
   d. All Advance Requests will be charged against a holding account in the requestor's name. Upon submission of the Expense Report and the return of any unspent funds, the employee's budget account will be charged for actual expenses and the holding account cleared.

e. The Finance Office will issue statements quarterly as reminders of outstanding advances.
f. In cases where employees have not accounted for an advance within 15 days, no additional advances will be processed on their account.

2. Reimbursements
   a. Employees will be reimbursed upon submission of a properly completed and approved Expense Report.
   b. Reimbursement will be based on an actual or per diem basis as designated by Responsibility Center.
   c. Employees may request reimbursement for expenses incurred prior to the actual trip, such as airfare. The Expense Report should be separate from all other travel and should show the actual trip date.
   d. In the event that expenses exceed the allowable reimbursement limit, actual total expenses should be reported. In such cases, the reimbursement request will not equal the amount shown as "Due To" the employee.
   e. The amount of the reimbursement requested cannot exceed the total accounted for on the Expense Report.

3. Expense Reports
   a. Expense Reports require a breakdown of the business purpose and the exact amount and date of the expense and must be accompanied by original receipts. All expenses over $10.00 must be substantiated.
   b. The final Expense Report should be all inclusive, showing all expenses pertinent to the trip, grant, etc., including College payments and related expenses previously reimbursed.
   c. Expense Report Approvals:
   d. All Expense Reports require approval by the department head, director, or Dean responsible for the account to be charged.
   e. In cases where the department head, director, or Dean is requesting reimbursement or when the total expenses exceed $500, the Responsibility Center Head or Finance signature is required as second approval.
   f. Expense Reports should be filed within five working days of the completion of the trip. In-town expenses should be filed once a month.

4. Documentation

| | | |
|---|---|---|
| a. | Air/Rail | Original Itinerary/Invoice or original copy of passenger coupon |
| b. | Hotel | Hotel bill plus original payment receipt |
| c. | Car Rental | Car rental agreement and proof of payment |
| d. | Meals/Miscellaneous | Cardmember copy of credit charge or cash register receipt |

## III. PURCHASING PROCEDURE

All significant expenditure commitments for the College are made by or with the cooperation of the Purchasing Office. No individual member of the Staff or Faculty may purchase supplies, materials, equipment or services without complying with the procedures and guidelines as described in the Purchasing Manual.

The Purchasing Manual explains the proper actions for preparing various purchasing documents including the requirements for competitive bidding.

The approved methods for acquiring goods or services for the College are by Limited Purchase Orders (orders totaling $500 or less), Purchase Requisition/Orders (orders totaling more than $500) and Check Requests (when prepayment is required or when a purchase order is not normally required).

Since Union College is exempt from New York State Sales and Use Tax, the Purchasing Office issues exemption certificates as required.

## IV. USE OF VEHICLES

### A. Campus Vehicles

In instances involving authorized travel by car, College employees may use the College-owned vehicles. Arrangements for use of these vehicles are made through Facilities Services (Extension 6181), and car, keys, and vouchers should be picked up at and returned to the Facilities Services Office. The department authorizing travel will be charged at the current authorized rate. A person authorized to drive a College-owned vehicle must possess a valid operator's license, and must carry it when driving a College vehicle.

### B. Personal Cars on College Business

When an employee or student uses a personal car on college business, whether reimbursed or not by the College, the insurer of that car provides the primary coverage in the event of an accident up to the limits of the policy. The College's insurance provides secondary coverage when and if the judgment exceeds the limits of primary coverage.

If personal cars are authorized for use of college business, mileage will be reimbursed at the current college mileage rate plus tolls and parking fees. In addition, the College requires that owners carry a minimum of $50,000 Property Damage and $100,000/-$300,000 Public Liability (Bodily Injury) insurance. It should be understood, however, that, in requiring these minimum amounts, the College is not thereby recommending these limits as providing adequate personal coverage. The College does not reimburse for parking or speeding tickets or for car repairs.

### C. Car Rental Program

The College has designated Hertz as the preferred provider for business car rentals. Daily rates include unlimited mileage, extended liability coverage (100,000/300,000/
25,000) and free loss damage coverage (free loss damage coverage applies only to business rentals). In addition, Hertz provides these services:

— Free #1 Club Gold Service (normally $50 per year) for all employees who complete the enrollment agreement. At 30 major U.S. airports this means no stopping at any counter, no signing of any rental agreement, no searching for the car, and no waiting for the car to warm up or cool down.
— Computerized driving instructions, flight monitors, and instant return services.
— Emergency road service 24 hours per day, every day of the year.
— Promotional programs with American Express and several airlines.

To utilize this program (for business or personal use), you may contact Hertz directly or any of the travel agencies handling travel for the College. Be sure to provide the Union College CDP-ID number which is 84231. Each time a reservation is made an automated system (RC Best) compares our corporate rate with all published promotional rates, and we receive the lowest rate available.

Travelers should always use Hertz for business travel, unless another rental company provides a lower rate and the extended liability coverage. The other company must also waive loss damage to the rented vehicle. If you wish to enroll in the #1 Club Gold program, please contact Human Resources (Extension 6108) to obtain an enrollment agreement.

## V. COLLEGE INSURANCE - LIABILITY

The insurance protection of the College for the various liability risks inherent in our operation can be defined only in generalities because each individual situation becomes subject to evaluation. General conditions are described here.

It should be noted at the outset that the liability of the College or its insurance company for payment of any damage is based on judgment by a court, or by out of court negotiations, that the College or its agents were negligent. Limits of insurance coverage will not be listed, but are considered adequate.

### A. Automobile

The College insurance would be the prime defendant in any action for damages involving College-owned vehicles. It is assumed the College cars are used only on legitimate College business within the regulations and policies defined by the College. Other than authorized legitimate use could result in counter-suit by the College against the individual so using the vehicle.

### B. General Liability

Adequate insurance coverage is carried by the College to protect the College and anyone acting on behalf of the College as an authorized representative in the legitimate business of the College. This includes field trips, research program work, visitors to our facilities, as well as travel within the guidelines above.

## VI. DECLINATION OF SALARY OR STIPEND

In any case in which an employee (part-time or full-time) or speaker wishes to give any or all of a salary or stipend received from the College back to the College, it will be necessary for the following two conditions to pertain:

— The salary or stipend must be offered to the employee or speaker in writing prior to the written indication from the employee or speaker that he or she wishes to return all or part of the salary or stipend to the College.

— A written declination to accept any or all of the fund must be obtained. It is possible for the donor in this case to designate the use of such foregone funds, and any such designation will accompany the written declination.

— The employee or speaker must be notified in writing that the entire salary or stipend will be reported to the Internal Revenue Service.

— The written offer and declination should be passed on to the Comptroller's office for processing and coordination with the Gift Records Office.

## VII. FACULTY RESEARCH

### A. Intellectual Property (May 20, 2005)

Basic Objective: Union College is a college of liberal arts and engineering whose mission is to maintain a community of inquiry, discourse, and experiment in which it is clear that scholarship and teaching are parts of a single enterprise. The intellectual endeavors and activities of its faculty, staff, or students may result in products of a tangible nature for which the College and the faculty, staff, or student may deem it advantageous to enter these products into commerce. The College strives to support its faculty and employees in securing commercial development of intellectual property resulting from their research so that society may benefit at the earliest opportunity. These products may be the subject of a patent application or a copyrightable work or other tangible material and are known collectively as "Intellectual Property."

This policy is intended to:

— provide an incentive to creative intellectual effort and the advancement of knowledge;
— insure that the respective interests of the College, and supporting sponsor (if any) are considered and protected through the development of fair contracts and procedures;
— assist the Staff and the College to realize tangible benefits from Intellectual Property, and advance and encourage further research within the College with whatever funds accrue to the College from Intellectual Property resulting from College research.

Definitions:

— "College" shall mean Union College.
— "Staff" shall mean any member of the faculty, administration, staff, student body, postdoctoral fellow, or visiting scientist, whether or not they receive all or any part of their salary or other compensation from the College.
— "Inventor" shall mean any Staff member who shall conceive or reduce to practice an invention while engaged in College activities.
— "Author" shall mean any Staff member who prepares any College copyrightable work.
— "Contributor" shall mean any Staff member who shall have contributed substantially to the existence of any item of Intellectual Property.
— "College Activities" shall mean activities engaged in by a member of the Staff by: (a) written assignment of the College administration; (b) contractual agreement with the College or any sponsor; (c) material use of facilities (other than its libraries), or other resources of the College.
— "Intellectual Property" shall mean inventions, College copyrightable works, and tangible results of research.
— "Invention" shall mean"…any new and useful process, machine, manufacture or composition of matter or any new and useful improvement thereof…" as defined under the Patent Laws of the United States.
— "College Copyrightable Work" shall mean copyrightable works owned by the College in accordance with the policies set forth in Section XVIII.
— "Tangible Results of Research" shall mean a physical embodiment of the research effort, including physical embodiments of any invention, or College Copyrightable Work that results from College Activities by any member of the Staff. Such Tangible Results of Research shall

include, but not be limited to antibodies, cell lines, new microorganisms, plant lines or progeny thereof; recombinant or other biological materials; integrated circuit chips, computer software, engineering prototypes and drawings, chemical compounds; devices; machines; and models.

— "Sponsor" shall mean any individual or organization that by written agreement with the College shall finance in whole or part any College Activities.

— "New Revenue" or "Annual New Royalty" are defined as revenues received from the licensing and developing of an Intellectual Property after deduction of all costs reasonably attributable to the protection and distribution of such Intellectual Property, including any reasonable expense of patent or copyright prosecution, maintenance, interference proceedings, litigation, marketing or other dissemination and licensing. Net revenues from the following sources are subject to distribution: option fees; up-front licensing fees; licensing payments; milestone payments; or proceeds from the sale of stock or other equity in the licensee company.

Coverage: These policies shall apply as a condition of appointment or employment by the College to every member of the Staff who during the period of their appointment or employment by the College shall: (a) conceive or first reduce to practice actually or constructively, any Invention; (b) prepare any College Copyrightable Work; or (c) contribute substantially to the existence of any Tangible Result of Research.

Disclosure of Intellectual Property: Every Staff member shall, in writing and in reasonable detail, give the Vice President for Academic Affairs (hereinafter "VPAA")/Dean of the Faculty prompt notice of any: (a) Invention; (b) College Copyrightable Work; or (c) Tangible Result of Research which he or she shall desire to have patented, copyrighted or made available to the investigators or the public by commercial or other means, or shall believe or have reason to believe is patentable, copyrightable, or of value to other investigators or the public, or otherwise of commercial value.

Ownership of Inventions: The rights of ownership to all Inventions which result from College Activities shall be the property of the College; provided, however, that:

— Within the ninety (90) days next following disclosure of an Invention to the College under the preceding Section on Disclosure of Intellectual Property (or such further period of time as may be agreed upon by the Inventor and the VPAA), the VPAA shall determine, and advise the Inventor in writing, whether such rights shall be retained by the College, conditionally retained by the College or shall be released to the inventor; and

— The rights of ownership to every Invention conceived by any Staff member while engaged in other than College Activities shall be the property of that person.

Ownership of Copyrightable Works: The rights of ownership to all copyrightable works prepared while the Staff member is engaged in College Activities shall be the property of the College; provided however that:

— Within the ninety (90) days following disclosure of College copyrightable Work to the College under the preceding Section on Disclosure of Intellectual Property (or such further period of time as may be agreed upon by the Author and the "VPAA", the "VPAA" shall determine, and advise the Author, in writing, whether such rights shall be retained by the College, conditionally retained by the College or shall be released to the Author; and

— Copyrightable works prepared by a Staff member while engaged in activities other than College activities shall be the property of the Author. See the Section on Copyright below for specific details.

Ownership of Tangible Results of Research: All Tangible Results of Research shall be the property of the College.

Sponsorship of Intellectual Property: The rights of ownership to each item of Intellectual Property produced during activities conducted pursuant to any agreement between the College and any Sponsor shall be determined in accordance with such agreement; however, it shall be the policy of the College to retain title to Intellectual Property whenever possible under state or federal law. Any agreement with a Sponsor pertaining to the ownership of Intellectual Property and assignment thereof shall be made between the College and the Sponsor in advance of the research or other activity that produces the Intellectual Property.

Disagreements: The President shall appoint a Committee on Intellectual Property composed of both faculty members and administrative officers (the VPAA shall serve ex officio). The creator of any Intellectual Property that is or might be covered under this Policy (see above for Patents) cannot be a voting member of this Committee. This Committee shall be the body to whom appeals may be made. Whenever legal protection for Intellectual Property is anticipated all persons engaged in such creative activity are encouraged to keep regular notebooks and records, preferably in the form of bound notebooks that are regularly signed and dated by the Inventor(s) as well as periodically signed by one or more witnesses.

Seeking a Patent or Copyright: Whenever the VPAA shall determine to seek the patenting or copyrighting of any Invention or College Copyrightable Work, the College shall, without expense to the Inventor or Author provide such professional services as it shall deem to be necessary or desirable for such purpose, and which may include the services of an independent patent organization. The Inventor or Author is obligated to cooperate fully in such effort, including his or her execution of all necessary or desirable agreements, applications, and other forms and instruments. If, at any time subsequently, the College shall terminate its effort to seek such patent or copyright, it shall promptly give written notice thereof to the Inventor or Author who thereupon to the extent allowed by law or any sponsorship agreement shall be free at his or her expense to develop, license, and otherwise use the Invention, patent application, patent or copyright. In this event the Inventor or Author shall receive all benefits of any development, licensing or other use of the Invention, patent application, patent or copyright except that the College shall be entitled to recovery of associated costs.

Transfer or Sale of Tangible Results of Research: Tangible Results of Research may not be transferred or sold to any party outside the College before: (a) a disclosure of the Tangible Results of Research has been submitted to the VPAA and (b) the Contributor(s) has been notified by the Office of the VPAA of any required conditions of such transfer or sale. Such notification shall be made within thirty (30) days following the disclosure of Tangible Results of Research.

Promotion and Licensing: In interpreting and applying these policies, the College shall, by such means as it shall deem to be most effective and appropriate in each case, act to bring to the public all Intellectual Property to which the College has rights of ownership in whole or part. Such means may

include, but shall not be limited to, agreements for the development, patenting, copyrighting, promotion, licensing, printing, distributing or manufacturing of any Intellectual Property; and in every case the College shall advise the Inventor, Author, or contributor of the terms of any such proposed agreement. No agreements will be entered into by the College without the review of all Inventors, Authors or contributors. Any disagreement between the College and the Inventor(s), Author(s) or contributor(s) concerning a proposed agreement will be resolved in a timely fashion by the Committee on Intellectual Property.

Proceeds from Distribution of Intellectual Property:

1. Invention Proceeds: Subsequent to the College's recovery of funds that were invested in patenting, marketing or developing Intellectual Property, the Contributor(s) and the College will share in the net revenue received from the Contributor's Intellectual Property(ies) owned by and licensed from the College. The Contributor(s) will receive 50% of the net revenues, and the College will receive 50%. It is understood that one-half of the College's portion will be for the primary purpose of advancing and encouraging further research and intellectual property development within Union College.

   In the case of multiple Inventors, the Inventors' share will be distributed among the Inventors in accordance with a written agreement signed by all Inventors; or, if there is no such agreement, all Inventors will receive an equal share.

   If inventorship is shared among College Inventors and inventors at one or more other institutions, the College will negotiate with the one or more other institutions concerning exclusive licenses and distribution of revenues. College net revenues from such agreements will be distributed to inventors at the College using the distribution formulae discussed above.

2. Copyright Proceeds: These will follow the same distribution and stipulations as Inventions listed above.

3. Tangible Results of Research Proceeds: To the extent allowed by law, where any Tangible Result of Research is not within the scope of the claims of a patent, patent application, or copyright, each Contributor shall share in any net revenue or annual net revenue to the same extent a Contributor shares in proceeds listed above for Inventions and Copyrights.

Sponsors: Other Organizations

If and when any conflict shall arise between these Policies and any condition or conditions of (a) any proposed grant from or contract with any organization offering to act as a Sponsor or (b) the patent, copyright or intellectual property policies and procedures of any other organization to which any joint appointment or any affiliation or consulting agreement is made, such conflict shall be referred to the Committee on Intellectual Property. Following consideration of the conflict the Committee shall recommend a course of action to the College administration. It is incumbent on the College to take all reasonable steps, including but not limited to appropriate legal action, to protect and advocate issues on its behalf and those of the Inventor, Author or Contributor in the event of a conflict with a Sponsor.

Release of Rights Ownership: The Office of the Vice President for Academic Affairs may, for reasons and upon terms deemed to be satisfactory by its office, release on behalf of the College at any time any Invention, patent, patent application, College Copyrightable Work, copyright or right of ownership to Tangible Results of Research to its Inventor, Author or Contributor. Such release shall be in writing in accordance with the Section on Seeking a Patent or Copyright.

Copyright: Within higher education, it has been the prevailing academic practice to treat the faculty member as the copyright owner of works that are created independently and at the faculty member's own initiative for traditional academic purposes. Examples include, but are not limited to, class notes and syllabi, books and articles, works of fiction and nonfiction, poems and dramatic works, musical and choreographic works, pictorial, graphic, and sculptural works, computer programs, computer-generated works, and educational software (commonly known as "courseware"). This practice has been followed for the most part, regardless of the physical medium in which these "traditional academic works" appear, that is, whether on paper or in audiovisual or electronic form. This practice should also ordinarily apply to the development of courseware for use in programs of distance education. Situations do arise, however, in which the College may fairly claim ownership of, or an interest in, copyright in works created by faculty members. Three general kinds of projects fall into this category: special works created in circumstances that may properly be regarded as "made for hire," negotiated contractual transfers, and joint works" as described in the Copyright Act.

1. Works Made for Hire

   Although traditional academic work that is copyrightable—such as lecture notes and courseware, books, and articles—cannot normally be treated as works made for hire, some works created by College faculty members do properly fall within that category, allowing the institution to claim copyright ownership. Works created as a specific requirement of employment or as an assigned institutional duty that may, for example, be included in a written job description or an employment agreement, may be fairly deemed works made for hire. Even absent such prior written specification, ownership will vest with the college or university in those cases in which it provides the specific authorization or supervision for the preparation of the work. Examples are reports prepared by a dean or by the chair or members of a faculty committee, or college promotional brochures prepared by a director of admissions. The Copyright Act also defines as a "work made for hire" certain works that are commissioned from one who is not an employee but an "independent contractor." The institution will own the copyright in such a commissioned work when the author is not a College employee, or when the author is such a faculty member but the work to be created falls outside the normal scope of that person's employment duties (such as a professor of art history commissioned by the institution under special contract to write a catalog for a campus art gallery). In such situations, for the work-made-for-hire doctrine to apply there must be a written agreement so stating and signed by both parties; the work must also fall within a limited number of statutory categories, which include instructional texts, examinations, and contributions to a collective work.

2. Contractual Transfers

In situations in which the copyright ownership is held by the faculty member, it is possible for the individual to transfer the entire copyright, or a more limited license, to the College or to a third party. As already noted, under the Copyright Act, a transfer of all of the copyright or of an exclusive right must be reflected in a signed document in order to be valid. When, for example, a work is prepared pursuant to a program of "sponsored research" accompanied by a monetary grant from a third party, a contract signed by the faculty member providing that copyright will be owned by the College will be enforceable. Similarly, the College may reasonably request that the faculty member—when entering into an agreement granting the copyright or publishing rights to a third party—make efforts to reserve to the institution the right to use the work in its internally administered programs of teaching, research, and public service on a perpetual, royalty-free, nonexclusive basis.

3. Joint Works

Under certain circumstances, two or more persons may share copyright ownership of a work, notably when it is a "joint work." The most familiar example of a joint work is a book or article written, fully collaboratively, by two academic colleagues. Each is said to be a "co-owner" of the copyright, with each having all the usual rights of the copyright owner provided that any income from such uses is shared with the other. In rare situations it may be proper to treat a work as a product of the joint authorship of the faculty member and the College, so that both have a shared interest in the copyright. Whoever owns the copyright, the College may reasonably require reimbursement for any unusual financial or technical support. ("Unusual financial or technical support" is defined as follows: Extensive un-reimbursed use of major College laboratory, studio, or computational facilities, or human resources. The use of these facilities must be important to the creation of the intellectual property; merely incidental use of a facility does not constitute substantial use, or does extensive use of a facility commonly available to all faculty or professional staff (such as libraries and offices), nor does extensive use of a specialized facility for routine tasks. Use will be considered "unusual" and facilities will be considered "major" if similar use facilities would cost the creator more than $5,000 (five thousand dollars) in constant 1984 dollars if purchased or leased in the public marketplace. Creators wishing to reimburse the College for the use of its facilities must make arrangements to do so before the level of facilities usage for a particular intellectual property becomes substantial as defined.) That reimbursement might take the form of future royalties or a nonexclusive, royalty-free license to use the work for internal educational and administrative purposes. This means that the course developer and the College must reach an understanding about the conditions of portability and commercialization of faculty work developed using substantial College resources. Ordinarily, such an understanding will be recorded in a written agreement between the course developer and the College on a course-by-course basis.

Union College Policy for Investigating Scientific Misconduct

Union College has instituted a committee to provide for an impartial procedure to prevent scientific misconduct and to implement policies established by the Departments of Health and Human Services and Public Health Service. Members of the committee are: the Dean of Studies (Chair), the Chair of the Biology Department and the Chair of the Chemistry Department.

Union College policy requires that:

— The principal investigator submit reports of materials and methods of all experiments in progress once per year.
— All abstracts to be submitted for publication or for presentation at technical meetings be reviewed by the committee.
— The committee will make recommendations to the principle investigator.
— The committee will make recommendations to the Dean of the Faculty who will sign a cover letter assuring that the committee has reviewed papers and abstracts and has found them free of scientific fraud.

Union College also agrees to:

— Provide impartial process for receipt of allegations of scientific misconduct and for initiating immediate inquiry into each allegation.
— Complete each inquiry within 60 calendar days from receipt of allegation, including preparation of a written report.
— Maintain detailed documentation of an inquiry for at least three (3) years, which must, upon request, be provided to authorized Health and Human Services personnel.
— Initiate an investigation within 30 calendar days of the completion of an inquiry, if findings from that inquiry provide sufficient basis for conducting an investigation.
— Complete an investigation within 120 calendar days.
— Select impartial experts to conduct inquiries and investigations.
— Take precautions against real or apparent conflicts of interest in an inquiry or an investigation.
— Afford the affected individual(s) confidential treatment to the maximum extent possible, a prompt and thorough investigation, and an opportunity to comment on allegations and findings of the inquiry and/or the investigation.
— Notify the Public Health Service's Office of Scientific Integrity, at the National Institutes of Health, that an investigation will be conducted.
— Notify the Office of Scientific Integrity within 24 hours of obtaining a reasonable indication of possible criminal violations.
— Prepare and maintain the documentation to substantiate an investigation's findings for at least three (3) years after the Public Health Service's acceptance of the final report.
— Take appropriate interim administrative actions to protect Federal funds and ensure that the purposes of the Federal financial assistance are being carried out.
— Promptly advise the Office of Scientific Integrity of any developments during the course of the investigation which disclose facts that may affect current or potential Department of Health and Human Services funding for the individual(s) under investigation or that the Public Health Service needs to know to ensure appropriate use of Federal funds and otherwise protect the public interest.
— Make efforts to restore the reputations of persons alleged to have engaged in misconduct when allegations are not confirmed.
— Protect to the maximum extent possible, the positions and reputations of those persons who, in good faith, make allegations of scientific misconduct, and those against whom allegations of misconduct are not confirmed.
— Impose appropriate sanctions on individuals when the allegation of misconduct has been substantiated.

- Notify the Office of Scientific Integrity of the final outcome of the investigation with a written report that thoroughly documents the investigative process and findings.
- Inform the scientific and administrative staff of the policies and procedures and the importance of compliance with those policies and procedures.

## VIII. EMPLOYEE PARKING

### A. Vehicle Registration

All motorized vehicles (autos, trucks, vans and motorcycles) brought to the campus by students, faculty or staff must be registered with the Campus Safety Department by the end of the first week of class of a given academic year, or within 48 hours after the owner/operator brings a new vehicle to campus. First-year students enrolled full-time in the regular undergraduate program, except those living at home, are not permitted to have any vehicle on the campus during their first year.

There will be a $15 registration charge per vehicle for the privilege of parking a vehicle on campus. If the owner/operator wishes to register more than one vehicle at a time, there will be a $15 charge for each additional vehicle. At the time of registration, students and employees will sign an agreement that they will abide by College driving and parking regulations or be subject to an appropriate fine. Alleged violations may be appealed, in writing, to the Parking Appeals Committee (composed of faculty, students and staff) within seven days of receipt of a violation notice.

All fines remaining unpaid at the end of a term will be added to students' bills for a subsequent term. Students with unpaid fines remaining on their accounts will not be permitted to graduate until payment is made. All employee fines remaining unpaid at the end of a term (following written notice to the employee) will be deducted from the next paycheck.

### B. Failure to Register a Vehicle

An unregistered vehicle on the College Grounds will be subject to the following:

| | |
|---|---|
| 1st Violation: | The owner/operator will be notified that the vehicle must be registered within 48 hours. |
| 2nd Violation: | $25 fine. The vehicle must be registered within 48 hours. |
| 3rd Violation: | $50 fine and towing charge. The vehicle will be towed to another campus location and booted until the towing charge is paid, and the owner/operator will lose campus parking privileges for a one year period. |

### C. Other Violations

| | |
|---|---|
| Driving on Grass or Pedestrian Walk: | $25 fine. |
| Reckless Driving and Speeding: (Exceeding the campus speed limit of 15 MPH on roadways, or 5 MPH in parking lots) | $50 fine. |
| Parking in Handicapped Space (without permit): | |
| 1st Violation: | $25 fine. |

| | |
|---|---|
| 2nd Violation: | $50 fine and towing charge. The vehicle will be towed to another campus location and booted until the towing charge is paid, and the owner/operator will lose campus parking privileges for a one year period. |

All campus roadways are considered fire lanes. A vehicle parked in a fire lane, creating a hazard, blocking access to others, or parked in an improper designated lot, will be subject to a $25 fine and towing.

Parking is permitted only in the prepared parking areas. No parking is allowed on roads, sidewalks or grass, in front of walks, driveways and entrances. Faculty and Staff parking is not permitted in student or visitor parking areas. There may be an occasion when it is necessary to load and/or unload supplies and equipment from your personal vehicle that would require parking along the roadways. In these instances contact Campus Safety (Extension 6911) and advise them of the circumstances, length of time needed to load/unload, and vehicle description. Campus Safety will allow a reasonable time to accomplish your task. After the load/unload task is completed, your vehicle needs to be moved to an appropriate parking area.

## IX. USE OF COLLEGE FACILITIES

To reserve a campus facility for other than regular class use, call the Central Scheduling Office (Extension 6098). All campus space is booked through this office to prevent conflicts. The Policy and Guidelines and the Event Booking Procedures are on the College's Web page under the heading "The Office of Conferences and Special Events found at: http://www.union.edu/eventservices/ and Central Scheduling found at: http://www/union.edu/News/Events/."

## X. REGULATIONS OF UNION COLLEGE GOVERNING CAMPUS CONDUCT

(Approved by the Board of Trustees of Union College on April 16, 1994)

### A. Statement of Purpose

Under Section 6450 of the Education Law, every college chartered by the Regents of the State of New York is required to adopt rules and regulations for the maintenance of public order. In June of 1969, the Regulations of Union College, as approved by the Board of Trustees, were filed with the Commissioner of Education and the Board of Regents. It has now become necessary to amend those Regulations to clarify their scope and applicability. Nothing herein is intended, nor shall be construed, to limit or restrict the freedom of speech or peaceful assembly, since free inquiry and free expression are indispensable to the objectives of a higher educational institution. These rules and regulations are not to prevent or restrain controversy and dissent but to prevent interference with the rights of others, to preserve the ability of members of the College community to perform their respective responsibilities, and to maintain that public order appropriate to a college or university campus without which there can be no intellectual freedom, and they shall be interpreted and applied to that end.

### B. Application of Rules

The rules hereby adopted shall govern the conduct of students, faculty, and staff, licensees, invitees, and all other persons, whether or not their presence is authorized upon the Union College campus, to which such rules are applicable, and all property under the control of Union College.

### C. Prohibited Conduct

No person, either singly or in concert with others, shall

1. Obstruct the free movement of persons and vehicles in any place to which these rules apply.

2. Deliberately disrupt or prevent the peaceful and orderly conduct of classes, lectures, and meetings or deliberately interfere with the freedom of any persons to express their views, including invited speakers.

3. Enter upon and remain in any building or facility for any purpose other than its authorized uses or in such manner as to obstruct its authorized use by others, remain (without authorization) in any building or facility after it is normally closed, or refuse to leave any building or facility after being asked to do so by an authorized administrative officer.

4. Violate any rules or regulations relating to conduct as enumerated in the Student Conduct Code contained in the Student Handbook filed with the Commissioner of Education and the Board of Regents.

5. Willfully incite others to commit any of the acts herein prohibited with specific intent to encourage them to do so.

6. Take any action or create or participate in the creation of, any situation which recklessly or intentionally endangers mental or physical health or which involves the forced consumption of liquor or drugs for the purpose of initiation into or affiliation with any organization.

**D. Penalties**

A person who shall violate any provisions of these rules shall:

1. If a trespasser or visitor without specific license or invitation, be subject to ejection.

2. If a licensee or invitee, have authorization to remain upon the campus or other property withdrawn and be directed to leave the premises. In the event of a failure or refusal to do so, the licensee or invitee be subject to ejection.

3. If a student, be subject to expulsion or such lesser disciplinary action as the facts of the case may warrant, including suspension, probation, loss of privileges, reprimand, or warning.

4. If a faculty member, be guilty of misconduct and subject to dismissal or termination of employment or such lesser disciplinary action as the facts may warrant, including suspension without pay or censure.

5. If a staff member, be guilty of misconduct and subject to dismissal or termination of employment or such lesser disciplinary action as the facts may warrant, including suspension without pay or censure.

6. In the case of any other member of the College community who shall violate any provision of these rules, that person shall be dismissed, suspended, or censured by the President.

**E. Procedures**

Pending adjudication of the matter by the appropriate authorities (see below), members of the College community deemed to have violated these rules will be subject to immediate suspension from the College as determined by the President or the President's designee.

1. In the case of a trespasser or visitor who shall violate any provisions of these rules, the President or the President's designee shall inform the trespasser or visitor that the violator is not authorized to remain on the campus or other Union College property and direct that person to leave such premises. In the event of a failure or refusal to do so, the President or the President's designee shall cause the violator's ejection from such campus or property under the control of the College. Nothing in this subdivision shall be construed to authorize the presence of any such person at any time prior to such violation nor to affect that person's liability to prosecution for trespass or loitering as prescribed in the Penal Law.

2. In the case of a licensee or invitee, the President of the College or the President's designee shall inform the licensee or invitee that the person's license or invitation is withdrawn and direct that person to leave the campus or other property of Union College. In the event of a failure or refusal

to do so, the President or the President's designee shall cause the ejection of the violator from such campus or property under the control of the College.

3. In the case of a student, charges for violation of any of these rules shall be presented, heard, and determined in accordance with the Procedural Guidelines for Adjudicating Against Individuals as set forth in the Student Conduct Code.

4. In the case of a faculty member, charges of misconduct in violation of these rules shall be made and heard before a committee, the majority of whom must be faculty members, that is appointed by the President. The President shall also appoint an impartial chairperson from the committee. The purpose of the committee is to ascertain the facts of individual cases and make recommendations to the President for ultimate disposition of the charges. It is recognized that the hearing need not conform to requirements of criminal or civil procedure and/or proof. The intent of the procedure is to provide the faculty member with a fair hearing before peers, to give that person the opportunity to respond to any charges, and to question any witnesses appearing before the committee. Within this framework, the committee chairperson may conduct the hearing and make necessary adaptations to fit particular circumstances. The faculty member may bring a member of the College community to the hearing as an adviser. The role of the adviser will be limited to consulting with the faculty member in the course of the hearing. The adviser will not be permitted to represent (speak for, take the place of, etc.) the faculty member during the hearing or cross-examine witnesses.

5. In the case of any staff member in violation of these rules, charges of misconduct in violation of these rules shall be made, heard, and determined in accordance with the Staff Manual.

6. In the case of any other member of the College community who shall violate any provision of these rules, charges of misconduct in violation of these rules shall be made, heard, and determined by the President or President's designee.

**F. Enforcement**

1. The President of the College shall be responsible for the interpretation and enforcement of these rules and shall designate the other administrative officers who are authorized to take action in accordance with such rules when required or appropriate to carry them into effect.

2. It is not intended by any provision herein to curtail the right of students, faculty, or staff to be heard upon any matter affecting them in their relations with Union College. In the case of any apparent violation of these rules by such persons who, in the judgment of the President or the President's designee, do not pose any immediate threat of injury to person or property, the President or the President's designee may make a reasonable effort to learn the cause of the conduct in question and to persuade those engaged therein to desist and to resort to permissible methods for the resolution of any issues which may be presented. In doing so, the President or the President's designee shall warn such persons of the consequences of persistence in the prohibited conduct including their ejection from any premises of Union College where their continued presence and conduct is in violation of these rules.

3. In any case where violation of these rules does not cease after such warning and in other cases of willful violation of such rules, the President or the President's designee shall cause the ejection of the violator from the campus and shall initiate disciplinary action as hereinbefore provided.

4. The President or the President's designee may apply to the public authorities for any aid which is deemed necessary to cause the ejection of any violator of these rules.

## XI. POLICY REGARDING COLLECTIVE BARGAINING

Changes in New York State law, effective April 1, 1969, provided that if faculty and/or staff, in accordance with the procedures for election, decide they want a bargaining agent to represent them, the institution of higher education (their employer) must enter into collective bargaining negotiations with the representative(s) certified by the Public Employees Relations Board. Subsequently, in 1970, the National Labor Relations Board asserted jurisdiction over Cornell and Syracuse Universities and indicated that it would assert jurisdiction over other private educational institutions with disposable income over $1,000,000. Before certification will be made by the NLRB, it is necessary that the bargaining agent be voluntarily recognized by the College or that it prove its representation of the employees to NLRB.

Union College recognizes the right to organize within the law and, should such organization occur, will bargain in good faith with certified representatives. We believe, however, that the character of our institution permits and, indeed, has provided excellent relationships with faculty and staff without collective bargaining. The flexibility thus available to both the institution and to the individual is highly desirable. We think collective bargaining agreements tend to force rigidity and eliminate the opportunity for consideration of special situations and are not, therefore, in the interest of our faculty and staff.

Should bargaining election nevertheless be demanded, the College will exercise all of its rights and prerogatives so as to provide an atmosphere for fair choice in such election on the part of each person voting. The College reserves the right to express its beliefs as to the propriety of the bargaining unit and all issues which may be raised.

The Vice President of Finance of the College is responsible for labor relations at Union. All inquiries and representations must be made directly to that office.

## XII. INFORMATION SECURITY POLICY AND PLAN

### A. Preamble

In order to protect critical information and data, and to comply with Federal Law (The Financial Services Modernization of 1999 – also known as Gramm Leach Bliley (GLB) 15 U.S.C. §6801), Union College's Information Technology Services (ITS) proposes certain practices in the College information environment and institutional information security procedures. While many of these practices mostly affect ITS, some of them will impact diverse areas of the College including, but not limited to, the Finance Office, the Office of the Registrar, Colleges Relations, Dean of Students Office, the Library, the Bookstore, Admissions, and many third party contractors, including dining services. The goal of this document is to define the College's Information Security Policy and Plan, to provide an outline to assure ongoing compliance with federal regulations related to the Policy, and to position the College for likely future privacy and security regulations.

### B. Gramm Leach Bliley (GLB) Requirements

GLB mandates that the College appoint an Information Security Plan Coordinator, conduct a risk assessment of likely security and privacy risks, institute a training program for all employees who have access to covered data and information. Oversee service providers and contracts, and evaluate and adjust the Information Security Policy and Plan periodically.

### C. Information Security Plan Coordinator

In order to comply with GLB, ITS has designated an Information Security Plan coordinator. This individual will work closely with the College's attorney and Risk Manager. The Interim Information Security Plan Coordinator is presently the Chief Information Officer.

The Coordinator, working with other members of the College administration, must help the relevant offices of the College identify reasonably foreseeable internal and external risks to the security, confidentiality, and integrity of customer information; evaluate the effectiveness of the current safeguards for controlling these risks; design and implement a safeguards program; and regularly monitor and test the program.

### D. Risk Assessment and Safeguards

The Coordinator will work with all relevant areas of the College to identify potential and actual risks to security and privacy of information. Each Department head, or his or her designee, will conduct an annual data security review, with guidance from the Coordinator. Vice Presidents will be asked to identify any employees in their respective areas that work with covered data and information. In addition, the relevant departments of ITS will conduct an annual review of procedures, incidents, and responses and will publish all relevant materials except in those cases where publication may likely lead to breaches of security or privacy. Publication of these materials is for the purpose of educating the College community on network and information security and privacy issues. ITS will assure that procedures and responses are appropriately reflective of those widely practiced at other national liberal arts colleges.

In order to protect the security and integrity of the College network and its data, ITS will develop and maintain a registry of all computers attached to the College network. This registry will include, where relevant, IP address or subnet; MAC address; physical location; operating system; intended use (server, personal computer, lab machine, etc.); the person, persons, or department primarily responsible for the machine; and whether the machine has, or has special access to, any confidential data covered by relevant external laws or regulations.

ITS assumes the responsibility of assuring that patches for servers and critical systems are reasonably up to date. ITS will review its procedures for patches to operating systems and software and will keep current on potential threats to the network and its data. Risk assessments will be updated annually.

ITS bears primary responsibility for the identification of internal and external risk assessment, but all members of the College community are involved in risk assessment associated with information technology areas. ITS, working in conjunction with the relevant College offices, will conduct regular risk assessments including, but not limited to, the categories listed by GLB.

ITS will work with the relevant offices (Finance, Human Resources, the Registrar, College Relations, and the Library, among others) to develop and maintain a registry of those members of the College community who have access to covered data and information. ITS, in cooperation with Human Resources and Finance, will work to keep this registry up to date.

ITS will oversee the physical security of all servers and terminals which contain or have access to covered data and information. ITS will work with other relevant areas of the College to develop guidelines for physical security of any covered servers in locations outside the ITS machine room. The College will conduct a survey of other physical security risks, including the storage of covered paper records in non-secure environments, and other procedures which may expose the College to risks.

One of the largest security risks may be the possible non-standard practices concerning social security numbers. Social security numbers are considered protected information under both GLB and the Family Educational Rights and Privacy Act (FERPA – 20 U.S.C. § 123g). By necessity, student social security numbers are in the College student information system. (Social Security Numbers are kept both for historical purposes and due to the requirements of 26 U.S.C. § 6050S, the tuition payment credit reporting requirements.) The College will conduct an assessment to determine who has access to social security numbers, in what systems the numbers are still used, and in what instances students are inappropriately being asked to provide a social security number. This assessment will cover College employees as well as subcontractors such as the food services.

ITS will develop a plan to ensure that all electronic covered information is encrypted in transit and that the central databases are strongly protected from security risks.

It is recommended that relevant offices of the College decide whether more extensive background or reference checks or other forms of confirmation are prudent in the hiring process for certain new employees, for example employees handling confidential financial information.

ITS will develop written plans and procedures to detect any actual or attempted attacks on covered systems and will develop incident response procedures for actual or attempted unauthorized access to covered data or information.

**E. Employee Training and Education**

While directors and supervisors are ultimately responsible for ensuring compliance with information security practices, ITS and the College attorney will work in cooperation with the Office of Human Resources to develop training and education programs for all employees who have access to covered data. These employees typically fall into three categories: professionals in information technology who have general access to all College data; custodians of data, and those employees who use the data as part of their essential job duties.

**F. Oversight of Service Providers and Contracts**

GLB requires the College to take reasonable steps to select and retain service providers who maintain appropriate safeguards for covered data and information. The Risk Manager and the Coordinator, in cooperation with the College attorney, will develop and send form letters to all covered contractors requesting assurances of GLB compliance. While contracts entered into prior to June 24, 2002 are grandfathered until May 2004, the College will take steps to ensure that all relevant future contracts include a privacy clause and that all existing contracts are in compliance with GLB.

**G. Evaluation and Revision of the Information Security Plan**

GLB mandates that this Information Security Policy and Plan be subject to periodic review and adjustment. The most frequent of these reviews will occur within ITS where constantly changing technology and constantly evolving risks indicate the wisdom of periodic reviews. Processes in other relevant offices of the College such as data access procedures and the training program should undergo regular review. The Policy itself should be reevaluated annually in order to assure ongoing compliance with existing and future laws and regulations.

**H. Definitions**

Covered data and information — for the purpose of this Policy includes student financial information required to be protected under the Gramm Leach Bliley Act (GLB). Covered data and information includes both paper and electronic records.

Student financial information — is that information the College has obtained from a student in the process of offering a financial product or service, or such information provided to the College by another financial institution. Offering a financial product or service includes offering student loans to students, receiving income tax information from a student's parent when offering a financial aid package, and other miscellaneous financial services as defined in 12 CFR §225.28. Examples of student financial information include addresses, phone numbers, bank and credit card account

numbers, income and credit histories, and social security numbers, in both paper and electronic format.

## XIII. REPORTING FRAUD, DEFALCATION OR ILLEGAL ACTIVITY BY EMPLOYEES

(Effective Sept. 2006)

Union College seeks to achieve its mission as an educational institution by conducting its affairs ethically and in full compliance with all federal, state, and local laws. Union faculty, administrators, and staff are expected to adhere to high standards of professional and ethical conduct in carrying out their duties. Responsibilities and decision-making are distributed throughout the organization, and thus the College recognizes the need for review procedures for compliance with laws and regulations. As part of that process, the College will protect from retaliation any individual employee who has direct knowledge of fraud, defalcation, or illegal actions on the part of a supervisor or employee and communicates that information in good faith for the purpose of correcting the conduct or while participating in an investigation, as outlined below.

Allegations of defalcation or actions contrary to law including, but not limited to, theft, fraud, coercion, or conversation ("improper conduct"), based on first hand observations or direct evidence, should be brought to the attention of the Vice President for Finance and Administration. The allegation of improper conduct must be reported as soon as possible and no later than one (1) year after the event(s) giving rise to the allegation has occurred unless there is a good cause to explain the delay. The Vice President for Finance and Administration (or his/her designee) will document the allegation and seek appropriate assistance and investigate the facts. Care will be taken to maintain confidentiality, to the fullest extent permitted by law and consistent with the need to conduct an investigation, throughout the investigatory phase. The results of this investigation will be brought to the attention of the President, and appropriate action, if any, will be taken. The College will take steps to ensure that subordinates who come forward in good faith will be protected from retaliation in employment practices at Union College provided:

— The subordinate provides the initial information in a good faith belief that improper conduct has occurred;
— The subordinate shall not obtain evidence to which he/she does not have a right to access;
— The subordinate must be truthful and cooperative with the Vice President of Finance and Administration or his/her designee to whom he/she is making a report of improper conduct.

However, the College reserves the right to distinguish between retaliation and ongoing performance appraisal issues or disciplinary actions related to misconduct by the "whistleblower."

Alternative courses of action have been devised for situations involving the key individuals responsible for carryout this policy. Allegations of defalcation against the Vice President for Finance and Administration should be brought directly to the President. Allegations against the President should be brought to the Vice President for Finance and Administration, who must consult with the chairman of the Board of Trustees.

## XIV. POLICY ON RESPONSIBLE USE OF UNION COLLEGE COMPUTING AND NETWORK RESOURCES

(Sept. 2006)

### A. General Statement

As a part of the physical and social learning infrastructure, Union College acquires, develops, and maintains computers, computer systems, and networks. These computing resources are intended for College-related purposes, including direct and indirect support of the College's instruction, research, and service missions; of College administrative functions; of student and campus life activities; and of the free exchange of ideas among members of the College community and between the College community and the wider local, national, and world communities.

The rights of academic freedom and freedom of expression apply to the use of College computing resources. So, too, however, do the responsibilities and limitations associated with those rights. The use of College computing resources, like the use of any other College-provided resource and like any other College-related activity, is subject to the normal requirements of legal and ethical behavior within the Union College community. Thus, legitimate use of a computer, computer system, or network does not extend to whatever is technically possible. Although some limitations are built into computer operating systems and networks, those limitations are not the sole restrictions on what is permissible. Users must abide by all applicable restrictions, whether or not they are built into the operating system or network and whether or not they can be circumvented by technical means.

### B. Applicability

This policy applies to all users of College computing resources, whether affiliated with the College or not, and to all uses of those resources, whether on campus or from remote locations. Additional policies may apply to specific computers, computer systems, or networks provided or operated by specific units of the College or to uses within specific units. Consult the operators or managers of the specific computer, computer system, or network in which you are interested or the management of the unit for further information.

### C. Policy

All users of Union College computer resources must:

— Comply with all federal, New York State, and other applicable law; all generally applicable College rules and policies; and all applicable contracts and licenses. Examples of such laws, rules, policies, contracts, and licenses include the laws of libel, privacy, copyright, trademark, obscenity, and child pornography; the Electronic Communications Privacy Act and the Computer Fraud and Abuse Act, which prohibit "hacking", "cracking", and similar activities; the College's Student Conduct Code; the College's harassment and sexual harassment policies; and all applicable software licenses. Users who engage in electronic communications with persons in other states or countries or on other systems or networks should be aware that they may also be subject to the laws of those other states and countries and the rules and policies of those other systems and networks. Users are responsible for ascertaining, understanding, and

complying with the laws, rules, policies, contracts, and licenses applicable to their particular uses.

— Use only those computing resources that they are authorized to use and use them only in the manner and to the extent authorized. Ability to access computing resources does not, by itself, imply authorization to do so. Users are responsible for ascertaining what authorizations are necessary and for obtaining them before proceeding. Accounts and passwords may not, under any circumstances, be shared with, or used by, persons other than those to whom they have been assigned by the College.

— Respect the privacy of other users and their accounts, regardless of whether those accounts are securely protected. Again, ability to access other persons' accounts does not, by itself, imply authorization to do so. Users are responsible for ascertaining what authorizations are necessary and for obtaining them before proceeding.

— Respect the finite capacity of those resources and limit use so as not to consume an unreasonable amount of those resources or to interfere unreasonably with the activity of other users. The reasonableness of any particular use will be judged in the context of all of the relevant circumstances.

— Refrain from using those resources for personal commercial purposes or for personal financial or other gain. Personal use of College computing resources for other purposes is permitted when it does not consume a significant amount of those resources, does not interfere with the performance of the user's job or other College responsibilities, and is otherwise in compliance with this policy. Further limits may be imposed upon personal use in accordance with normal supervisory procedures.

— Refrain from stating or implying that they speak on behalf of the College unless doing so in the performance of legitimate duties on behalf of the College. Affiliation with the College does not, by itself, imply authorization to speak on behalf of the College. The use of suitable disclaimers is encouraged.

**D. Enforcement**

Users who violate this policy may be denied access to College computing resources and may be subject to other penalties and disciplinary action, both within and outside of the College. Violations will normally be handled through the College disciplinary procedures applicable to the relevant user. For example, alleged violations by students will normally be investigated, and any penalties or other discipline will normally be imposed, by the Office of the Dean of Students, in accordance with the Student Conduct Code Procedures. However, the College may temporarily suspend or block access to an account, prior to the initiation or completion of such procedures, when it reasonably appears necessary to do so in order to protect the integrity, security, or functionality of College or other computing resources or to protect the College from liability. The College may also refer suspected violations of applicable law to appropriate lawn enforcement agencies.

**E. Security and Privacy**

Union College employs various measures to protect the security of its computing resources and of their users' accounts. Users should be aware, however, that the College cannot guarantee such security. Users should therefore engage in "safe computing" practices by establishing appropriate access restrictions for their accounts, guarding their passwords, and changing them regularly.

Users should also be aware that their uses of College computing resources are not completely private. While the College does not routinely monitor individual usage of its computing resources, the normal operation and maintenance of the College's computing resources require the backup and caching of data and communications, the logging of activity, the monitoring of general usage patterns, the scanning of systems and network ports for anomalies and vulnerabilities, and other such activities that are necessary for the rendition of service. The College may also specifically monitor the activity and accounts of individual users of College computing resources, including individual login sessions and communications, without notice, when (a) the user has given permission or has voluntarily made them accessible to the public, for example by posting to a publicly-accessible web page or providing publicly-accessible network services; (b) it reasonably appears necessary to do so to protect the integrity, security, or functionality of the College or other computing resources or to protect the College from liability; (c) there is reasonable cause to believe that the user has violated or is violating, this policy; (d) an account appears to be engaged in unusual or unusually excessive activity, as indicated by the monitoring of general activity and usage patters; or (e) it is otherwise required or permitted by law. Any such individual monitoring, other than that specified in "(a)", required by law, or necessary to respond to perceived emergency situations, must be authorized in advance by the Chief Information Officer or the Chief Information Officer's designees.

Union College, in its discretion, may disclose the results of any such general or individual monitoring, including the contents and records of individual communications, to appropriate College personnel or law enforcement agencies and may use those results in appropriate College disciplinary proceedings.

## XV. STATE LOYALTY OATH

The oath required by Section 3002 of the Education Law "shall be administered by the president or other head of such school, college, university, or institution, or by the officer or person, or in the case of a board or body, having authority to employ such person as a teacher, instructor, or professor in such school, college, university, or institution...". This oath should be filed by the faculty member with Human Resources.