

RIDER TO [CONSULTANT] [VENDOR] AGREEMENT

Rider to [Consultant] [Vendor] Agreement dated _____, 20____
 (“Agreement”) by and between [FULL LEGAL NAME OF CONSULTANT OR
 VENDOR] [(“Consultant”)] [(“Vendor”)] and Pace University (“Pace”).

The following clauses are hereby incorporated and made a part of the Agreement, to either replace or supplement the terms thereof. In the event of any conflict or discrepancy between the terms of this Rider and the terms of the Agreement, the terms of this Rider shall control.

1. **Expertise.** [Consultant] [Vendor] represents to Pace that [Consultant] [Vendor] has sufficient staff available to provide the services to be delivered under the Agreement and that all individuals providing such services have the background, training, and experience to provide the services to be delivered under the Agreement.
2. **Expenses.** *Provided* that Pace shall first have received from [Consultant] [Vendor] an original of the Agreement that shall have been countersigned by an authorized [Consultant] [Vendor] signatory, [Consultant] [Vendor] shall be paid, as its sole and exclusive consideration hereunder, the fee(s) described in the Agreement upon Pace’s receipt from [Consultant] [Vendor] of an invoice that, in form and substance satisfactory to Pace, shall describe the services that [Consultant] [Vendor] shall have provided to Pace in the period during the Term for which [Consultant] [Vendor] seeks payment. Except as specifically provided in the Agreement, all expenses shall be borne by [Consultant] [Vendor]. [Consultant] [Vendor] shall only be entitled to reimbursement of reasonable expenses that are actually incurred and allocable solely to the Work provided to Pace pursuant to the Agreement. [Consultant] [Vendor] shall provide such evidence as Pace may reasonably request in support of [Consultant’s] [Vendor’s] claims for expense reimbursement. No amounts, other than those described in this Section 2, shall be payable to [Consultant] [Vendor] under the Agreement.
3. **Termination.** The Agreement may not be renewed without the written consent of the parties. Either party may terminate the Agreement upon thirty (30) days’ prior written notice to the other party. [Consultant] [Vendor] hereby acknowledges and agrees that, notwithstanding anything to the contrary contained in the Agreement, in the event of such termination, Pace shall only be liable for, and [Consultant] [Vendor] agrees only to retain, payment of the portion of the fee earned as a result of services actually and satisfactorily provided through the effective date of termination.
4. **No Employment Relationship Created.** It is understood and agreed between the parties that the Agreement is not intended to nor does it create an employment contract between Pace, on the one hand, and [Consultant] [Vendor] and/or any of [Consultant’s] [Vendor’s] employees, on the other, nor does it create a joint relationship or partnership between the parties hereto. Neither [Consultant] [Vendor] nor its employees are entitled to benefits that Pace provides for Pace employees. [Consultant’s] [Vendor’s] relationship to Pace is solely and exclusively that of an independent contractor. Except as specifically permitted in the Agreement, neither party shall use the name or trademarks of the other party or incur any obligation or expense for or on behalf of the other party without the other party’s prior written consent in each instance.

5. **No Withholding.** [Consultant] [Vendor] is solely and exclusively responsible for the satisfaction of its own local, state, and federal income tax and Social Security withholding that may be applicable to the amounts payable by Pace under the Agreement.
6. **Confidentiality.** During the course of performance of the Agreement, [Consultant] [Vendor] may be given access to information that relates to Pace's past, present and future research, development, business activities, products, services, technical knowledge and personally identifiable student and employee information. All such information shall be deemed to be "Confidential Information" unless otherwise indicated by Pace in writing at or after the time of disclosure. [Consultant] [Vendor] may use the Confidential Information only in connection with the specific duties authorized pursuant to the Agreement. Access to the Confidential Information shall be restricted to those of [Consultant's] [Vendor's] personnel, representatives and consultants on a need to know basis solely in connection with [Consultant's] [Vendor's] internal business. [Consultant] [Vendor] further agrees that it shall (i) take all necessary steps to inform any of its personnel, representatives or consultants to whom Confidential Information may be disclosed of [Consultant's] [Vendor's] obligations hereunder and (ii) cause said personnel, representatives and consultants to agree to be bound by the terms of the Agreement by executing a confidentiality agreement containing the same restrictions contained herein or some other method acceptable to Pace. [Consultant] [Vendor] agrees to protect the confidentiality of the Confidential Information in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event less than reasonable means. [Consultant] [Vendor] agrees to notify Pace of any unauthorized use or disclosure of Confidential Information and to take all actions reasonably necessary to prevent further unauthorized use or disclosure thereof. The terms of this Section 6 shall survive the expiration or termination of the Agreement. These requirements apply to any subcontractors or agents [Consultant] [Vendor] uses in the performance of the Work and it is [Consultant's] [Vendor's] responsibility to assure that subcontractors and agents comply with such requirements.
7. **Binding Effect.** The Agreement shall be binding upon the parties hereto and upon their respective successors and permitted assigns.
8. **Compliance With Laws.** [Consultant] [Vendor] warrants on its behalf and that of its contractors, employees, and agents that it shall comply with all applicable Federal, State and local laws, ordinances, rules, regulations and codes. [Consultant] [Vendor] and its subcontractors, employees and agents shall obtain and maintain in full force and effect, all necessary permits, licenses, and authorizations required by governmental and quasi-governmental agencies. [Consultant] [Vendor] shall advise Pace of all permits and licenses required to be obtained in Pace's own name for the work to be provided hereunder, and shall cooperate with Pace in obtaining the same.
9. **Compliance with Pace Policies.** [Consultant] [Vendor] and its subcontractors, employees, and agents shall comply with all Pace policies and procedures with respect to [Consultant's] [Vendor's] activities under or in connection with this Agreement, including, but not limited to, Pace's Guiding Principles of Conduct, annexed hereto

and made a part hereof as Exhibit A; Pace's Information Technology Appropriate Use Policy, annexed hereto and made a part hereof as Exhibit B; Pace's Ebola Response Policy and security policies.

10. **Indemnification.** [Consultant] [Vendor] agrees to defend, indemnify, and hold harmless Pace University, its successors and assigns, and their respective trustees, officers, employees, and agents (the "Indemnified Parties") to the fullest extent permitted by law from and against any and all claims or demands whatsoever, including, but not limited to, associated costs, expenses, and reasonable attorneys' fees incurred on account thereof ("Claims") asserted against Pace as a result of [Consultant's] [Vendor's] work or performance or non-performance of this Agreement, including, but not limited to, Claims that may be asserted by any person(s), including, but not limited to, [Consultant's] [Vendor's] employees and employees of [Consultant's] [Vendor's] subcontractors or agents ("Claimants"), for loss, damage, death, injury, sexual harassment, or molestation to or of persons or property; or, where applicable, infringement of any third-party intellectual property rights, including, but not limited to, those of copyright; or, where applicable, unauthorized release of or failure to protect confidential information of all types, including, but not limited to, personally identifiable information (PII) or electronic protected health information (ePHI) ("Losses") arising in any manner out of or incident to [Consultant's] [Vendor's] performance or nonperformance hereunder.
11. **Limitations of Liability.** Sections of the Agreement purporting to limit liability of the [Consultant] [Vendor] shall not apply to tort claims or claims for infringement of third party proprietary and/or intellectual property arising from Pace's permitted use of the goods and services provided to it by [Consultant] [Vendor] pursuant to the Agreement.
12. **Cooperation.** The parties agree to cooperate with each other in connection with any internal investigations by Pace or by [Consultant] [Vendor] of possible violation of their respective policies and procedures and any third party litigation, except that Pace shall not be required to have any contact with any Union or Union representatives of [Consultant's] [Vendor's] employees or subcontractors or participate in any Union grievance or other proceedings relative to [Consultant's] [Vendor's] employees or subcontractors except as a fact witness.
13. **Proprietary Rights.** Consultant hereby acknowledges and agrees that Pace has specially commissioned the Work as a "work made for hire" under Section 101 of the United States Copyright Act of 1976, as amended (the "Copyright Act"). Accordingly, all intellectual property developed by Consultant for Pace in connection with this Agreement, including but not limited to all monitoring, testing and other data, reports, materials, schematic drawings, illustrations, trademarks, trade names, slogans, logos or other designs in any form, whether electronic, print or any other format, shall be owned solely and exclusively by Pace. All copyrights and patents with respect to such intellectual property created for Pace in accordance with this Agreement shall be registered in the name of Pace University. If the Work is determined not to be a work made for hire under the Copyright Act, then, as of the date of this Agreement or the

creation of any of the intellectual property, whichever is earlier, Consultant irrevocably transfers and assigns to Pace the entire right, title, and interest, including, but not limited to, copyright, in and to the intellectual property, in whole or in part, together with all extensions of such copyrights, that may be secured under the Copyright Act or under any other copyright law or similar law in effect in the United States or in any other countries or under any treaties, conventions, or proclamations. Consultant agrees to execute and deliver to Pace any documents that may be necessary to effectuate the transfer and assignment of the intellectual property rights in the Work contemplated by this Agreement and to do such other acts and things as may be reasonably requested by Pace to perfect or evidence such transfer. Consultant shall have no ownership or copyright in Pace materials, nor in the intellectual property contained therein, nor in the delivery formats, whether electronic, print or any other form.

14. **Insurance.** [Consultant] [Vendor] shall at all times during the term of this agreement carry, and require its subcontractors to carry, at least the following types and amounts of insurance:

- Workers Compensation insurance on all employees, whether paid or volunteer, as may be required by applicable state law. If [Consultant] [Vendor] is exempt under appropriate state law from the requirement to carry workers compensation insurance, [Consultant] [Vendor] must submit a written statement to that effect in a form satisfactory to Pace;
- Commercial General Liability with limits of not less than \$1,000,000 each occurrence, \$1 million products and completed operations aggregate, and \$2 million general aggregate. Such insurance shall include coverage for claims arising from all activities and work to be performed by [Consultant] [Vendor];
- If vehicles will be used in the performance of the work, Commercial Automobile Liability insurance with limits of not less than \$1,000,000 combined single limit each accident covering all owned and non-owned vehicles;
- If professional services, or any other services, requiring a license are to be performed by [Consultant] [Vendor], Professional Liability (Malpractice) insurance with limits of not less than \$1 million each accident or occurrence covering claims arising from the professional service being performed.
- Pace shall be named as additional insured on all of [Consultant's] [Vendor's] liability insurance policies, and [Consultant's] [Vendor's] policies shall be primary coverage for Pace, regardless of whatever other insurance Pace may have available.

Such policies of insurance shall be maintained with insurance companies authorized to do business in the State of New York and provide that they may not be canceled or materially changed except upon thirty (30) days' prior written notice to Pace. [Consultant] [Vendor] shall, at the time of the execution of this Agreement, furnish Pace with a certificate of insurance evidencing such coverage, and naming Pace as an additional insured with respect to its liability coverages. It is the intent of the parties that [Consultant's] [Vendor's] insurance be primary and non-

contributory coverage for Pace for claims arising from [Consultant's] [Vendor's] performance of this contract, regardless of whatever other insurance Pace may have available. The insurance required pursuant to this Section 13 shall not be deemed to limit [Consultant's] [Vendor's] obligations to indemnify Pace under this Agreement.

15. **[ADD THE FOLLOWING TEXT TO INSURANCE PARAGRAPH FOR RESTAURANT AND CATERING CONTRACTS WHERE ALCOHOL MAY BE SERVED:** Vendor's liability insurance shall include coverage for Dram Shop liability or similar liability imposed by law. Vendor shall furnish a certificate from its insurance carrier showing that it has complied with the foregoing provisions, and providing that the said insurance policies will not be changed or canceled during their term until after at least thirty (30) days prior written notice by registered mail to Pace. If the required certificate of insurance is not provided to Pace in advance of the event, Pace shall have the right to terminate and receive a full refund of any amounts paid in advance.]
16. **Force Majeure.** Notwithstanding anything to the contrary contained in the Agreement, Pace shall not be liable, nor shall any credit or other remedy be extended, for Pace's failure, in whole or in part, to fulfill its obligations under the Agreement where such failure arises from or in connection with causes beyond Pace's control, including, but not limited to, acts of God, flood, extreme weather, fire or other natural calamity, terrorist attack, any law, order, or regulation or action of any governmental entity or civil or military authority, power or utility failure, cable cuts, unavailability of rights-of-way, national emergencies, riots, wars, strikes, lock-outs, work stoppages, or other labor difficulties (each a "Force Majeure Event"). If a Force Majeure Event occurs during the term hereof, Pace shall be excused from performance hereunder.
17. **Governing Law and Jurisdiction.** Except as may be preempted by federal law, the Agreement shall be governed by the laws of the State of New York, without regard to its choice of law principles. Litigation of all disputes between the parties arising from or in connection with the Agreement shall be conducted in a court of appropriate jurisdiction in the City of New York, Borough of Manhattan.
18. **Notices.** All notices to Pace University in connection with the Agreement shall be

sent to:

[NAME, TITLE, AND ADDRESS OF RELEVANT PACE CONTACT(S)]

with simultaneous copies to:

Pace University
 One Pace Plaza
 New York, NY 10038
 Attn: Associate Vice President for Finance

and

Pace University
One Pace Plaza
New York, NY 10038
Attn: University Counsel

All notices to [Consultant] [Vendor] in connection with the Agreement shall be sent to:

19. Severability. If a court holds any provision of the Agreement to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect and the parties shall amend the Agreement to give effect to the stricken clause to the maximum extent possible.

20. No Waiver. Failure of either party to enforce any of its rights hereunder shall not constitute a waiver of such right(s) or of any other rights and shall not be construed as a waiver or relinquishment of any such provisions, rights, or remedies; rather, the same shall remain in full force and effect.

PACE UNIVERSITY

[FULL LEGAL NAME OF CONSULTANT/ VENDOR]

By: _____
Joseph A. Capparelli
Associate Vice President for Finance
and Controller

By: _____

Date: _____

Name: _____

Title: _____

Date: _____

**ATTACHMENT A
PACE UNIVERSITY
GUIDING PRINCIPLES OF CONDUCT**

The primary functions of an institution of higher learning are teaching, learning, scholarship and service. Each member of the Pace University community is required to cooperate with the University in its endeavors to foster and maintain the freedom of expression and exchange of ideas necessary to achieve excellence in teaching, learning, scholarship and service.

The University strives to protect the rights of its students and employees (including faculty members) to publicize opinions through written and oral communications; to organize and join political associations; to convene and conduct meetings; and to advocate, demonstrate and picket in an orderly fashion. Further, members of the University community are responsible for fostering and maintaining respect for the dignity and uniqueness of one another.

In order to preserve an atmosphere in which a free exchange of ideas may flourish, and to ensure the dignity and safety of all members of the University community as well as the unimpeded operation of the University (and as required by federal, state and local laws including, without limitation, N.Y. Educ. Law § 6430), the University has adopted the Guiding Principles of Conduct.

The Guiding Principles of Conduct apply to all members of the University community including, among others, employees, faculty members, students, applicants for academic admission and employment, visitors, guests, vendors, contractors, and other third parties while they are on University premises or at University-sponsored activities. References to “University premises” in these Guiding Principles of Conduct apply to premises either owned or leased by the University.

The Guiding Principles of Conduct are not exhaustive and include, but are not limited to, the following:

1. Students and other persons participating in a class or activity related to a class (such as, for example, internships and field trips) must comply with a faculty member’s reasonable standards of behavior for the class and/or related activities.
2. Theft of, willful destruction or damage to, or misuse of any University property or property owned by any member of the University community is prohibited.
3. The sale, purchase, possession, or use of incendiary devices, explosives, or dangerous weapons (including any item or material which could be used to inflict injury or harm or to intimidate) on University premises or at University-sponsored events is prohibited.
4. The unlawful use, possession, sale, distribution, or manufacture of controlled substances and drug paraphernalia on University premises or at University sponsored events is prohibited. (Further information may be found in the University’s Drug and Alcohol Policy.)
5. Obstruction of or interference with the normal operations and processes essential to the University is prohibited.

6. Interference with academic freedom (including speech in the classroom and by University-approved guest speakers) is prohibited.
7. Strict compliance with the University's policies and procedures concerning demonstrations and rallies is required.
8. Strict compliance with the University's policies and procedures concerning the appropriate use of information technology is required.
9. Deliberate actions that cause, or might reasonably be expected to cause, injury, either physical or mental, to any member of the University community are prohibited. Such actions may include, for example, violence or threats of violence.
10. Members of the University community are required to comply with the instructions of a University administrator, or other duly authorized agent of the University, to, for example, display or present identification. Members of the University community are also required to evacuate University premises and University sponsored events when directed to do so by authorized personnel or a mechanical device (such as a fire alarm).
11. Any action or situation which recklessly or intentionally endangers the safety or mental or physical health of any member of the University community or involves the forced consumption of alcohol or drugs for the purpose of initiation into or affiliation with any organization is prohibited on University premises and at University-sponsored events. In addition, such conduct by students and employees (including faculty), whether on or off University premises or at University sponsored events, also is prohibited.
12. Engaging in violence or intimidation against another person and destroying property because of bias or prejudice while on University premises or at University sponsored events violates the University's Hate/Bias-Related Policy and is prohibited. Such conduct by students and employees (including faculty), whether on or off campus or at a University-sponsored event, is also prohibited.
13. Members of the University community are required to timely satisfy their financial obligations to the University, including, but not limited to, amounts due to the Office of Student Assistance, the University bookstore, the University library, University housing, the Student Development Office, and Security.
14. Consumption of alcohol by any member of the University community who is under the age of twenty-one is illegal and prohibited on University premises and at University-sponsored events. Supplying alcohol in any quantity to a member of the University community who is under the age of twenty-one is illegal and prohibited. (Further information may be found in the University's Drug and Alcohol Policy.)
15. Even though its possession or consumption may otherwise be lawful, alcohol, except in limited circumstances, is not permitted on University premises or at University sponsored events. Members of the University community are not permitted to be intoxicated, or to become intoxicated, while on University premises or at a University-sponsored event.

16. Gambling is not permitted on University premises or at any event sponsored by a student group or organization.

17. Solicitation by students, student clubs, and student organizations including, but not limited to, fund raising, on University premises or in connection with a University sponsored event is prohibited without the prior approval of the Director of Student Development and Campus Activities or the Dean for Students.

18. “The solicitation of goods or services by one staff member to another during regularly scheduled work time is prohibited. Selling commercial goods and distributing promotional information and handbills in regular work areas is also prohibited.” (A copy of the Solicitation and Distribution policy may be found in the Pace University Employee Handbook.)

19. Other members of the University community, such as applicants for academic admission and employment, visitors, guests, vendors, contractors, and other third parties, are prohibited from soliciting and distributing on University premises or in connection with University-sponsored events without prior approval from the Director of Security.

20. Prior approval from the appropriate University administrator must be obtained before any materials or documents may be posted or distributed on University premises or at University-sponsored events.

21. The falsification of University documents is prohibited.

22. While on University premises or at University-sponsored events, members of the University community must not dress or conduct themselves in a manner that would be considered lewd or indecent by the University.

23. Conduct on or off campus in a manner the University determines reflects adversely on the good name and reputation of the University is prohibited.

24. Conduct by students and employees (including faculty) on or off campus that violates local, state or federal laws may also constitute a basis for disciplinary action by the University.

25. Without appropriate prior authorization, video recording devices including, but not limited to, cell phones equipped with a camera, may not be used on University premises or at University-sponsored events, other than in an emergency, in any area or circumstances where the recording of images reasonably would be considered to be inappropriate.

26. Strict compliance with all rules, policies and practices promulgated and/or adopted by the University is required.

Any member of the University community who violates the University’s rules, policies, or practices, including, among others, the Guiding Principles of Conduct, may be subject to disciplinary action (including, without limitation, immediate ejection from University premises and/or University-sponsored events) and/or to legal actions. Similarly, any recognized club or organization that violates its constitution and/or by-laws, or authorizes conduct prohibited by the University’s rules, policies, or practices, may be subject to disciplinary action (including, without limitation, rescission of approval for that club or organization to operate on University

premises or at University-sponsored events, whether on or off University premises). As may be necessary, the University may request the assistance of law enforcement agencies to maintain order and/or may seek injunctive relief.

Revised: June 2007

**ATTACHMENT B
PACE UNIVERSITY
APPROPRIATE USE POLICY
FOR INFORMATION TECHNOLOGY
Version 1.5 Dated February 8, 2010**

Pace University reserves the right to amend or otherwise revise this document as may be necessary to reflect future changes made to the I.T. environment. You are responsible for reviewing this Policy periodically to ensure your continued compliance with all Pace University I.T. guidelines.

Part I: Introduction

Identity of Information Technology Resources at Pace University

Information Technology (I.T.) at Pace University encompasses the use of all campus computing, telecommunications, document services, educational media, and management information systems technologies. These I.T. resources support the instructional, research, and administrative activities of the University. Examples of these resources include, but are not limited to, the central administrative, academic and library computing facilities; the campus-wide data, video and voice network; electronic mail; video conferencing systems; access to the Internet; voice mail; the University switchboard; fax machines; photocopiers; classroom audio-video; departmental and general use computing facilities and related services. Pace's central information technology organization is "Information Technology Services" (ITS) and is led by the University's Chief Information Officer (CIO) and Vice President, Information Technology.

Appropriate Use of I.T. Resources

Users of these services and facilities have access to valuable University resources, to sensitive data and to external networks. Consequently, it is important for all users to behave in a responsible, ethical and legal manner. In general, appropriate use means understanding the intended use for Pace I.T. (and making certain that your use complies); respecting the rights of other Pace information technology users; maintaining the integrity of the physical facilities, and obeying all pertinent license and contractual agreements.

Guidelines

This document establishes general guidelines that apply to all users of I.T. resources owned or managed by Pace University, including but not limited to Pace students, faculty, staff, external individuals (such as Pace contractors) or organizations and individuals accessing external network services, such as the Internet, via Pace's Information Technology facilities.

The policies described in this document apply to all information technology owned or managed by Pace University and represent the *minimum* appropriate use policies for I.T. Individual departments may have additional (and more restrictive) policies regarding I.T. resources held in those departments. Departmental users should contact their Information Management Officer (IMO) for more information about I.T. policies in a specific department. It is strongly recommended that each department appoint at least one IMO designated to provide first level I.T. support, receive training with the ITS organization; and exchange pertinent I.T. information between ITS and the department.

Part II: Guidelines for Appropriate Pace I.T. Use

The following list, while not exhaustive, provides some specific guidelines for appropriate L T. use:

1. Use Pace's Information Technology facilities and services for Pace University related-work, not for personal or other-than-Pace business work. Pay particular attention to abuse of photocopiers, local and long distance phone calls, fax machines, the Internet and the local Pace networks.
2. Pace University encourages information technology literacy for its students, faculty and staff. As such, Pace University allows its electronic mail system and personal World Wide Web pages to be used by students, faculty and staff for reasonable and limited personal use. For example, occasionally sending electronic mail to family and friends is allowed, as is the hosting of a personal web page on <http://webpage.pace.edu>. In all cases, this "personal use" must conform to the guidelines established herein, dealing with the prohibition of personal, financial gain.
3. Use only the Information Technology facilities for which you have specific authorization. Do not use another individual's ID or account, or attempt to capture other users' passwords. Users are individually responsible for all use of resources assigned to them; therefore, sharing of IDs is prohibited.
4. Observe established guidelines for any information technology facilities used both inside and outside the University. For example, individuals using Pace's Computer Resource Centers must adhere to the policies established for those centers; individuals accessing off-campus computers via external networks must abide by the policies established by the owners of those systems as well as policies governing use of those networks.
5. Do not attempt to alter, delete or destroy any software on any Pace I.T. system. This constitutes a violation of appropriate use of I.T. facilities no matter how weak the protection is on those products.
6. Your use of Pace I.T. facilities and services is subject to and conditional upon your compliance with state and federal laws and university policies, including disciplinary policies.
7. Respect the privacy and personal rights of others. Do not access or copy another user's electronic mail, data, programs, or other files without permission. Pace endorses the following statement on software and intellectual rights distributed by EDUCAUSE, the non-profit consortium of colleges and universities, committed to the use and management of information technology in higher education. The statement reads:

Respect for intellectual labor and creativity is vital to academic discourse and enterprise. This principle applies to work of all authors and publishers in all media. It encompasses respect for the right to acknowledgment, right to privacy and right to determine the form, manner and terms of publication and distribution.

Because electronic information is volatile and easily reproduced, respect for the work and personal expression of others is especially critical in computer environments. Violations of authorial integrity, including plagiarism, invasion of privacy, unauthorized access and trade secret and copyright violations, may be grounds for sanctions against members of the academic community.

8. The University policies on plagiarism or collusion apply to uses of I.T. resources in course assignments.
9. The Higher Education Act requires institutions to develop plans for giving students legal ways to download music and movies and to explore technologies to stop illegal peer-to-peer file sharing. The official Pace University position on peer-to-peer (P2P) file sharing utilities is that the software itself is not illegal, nor banned by Pace University. It is illegal, however, to download or share copyrighted material for which you do not hold the copyright. All Pace users must respect copyrighted material that is accessible through the Pace network. Any incident of copyright infringement can lead to disciplinary proceedings and legal action.

Rulings by the courts under the Digital Millennium Copyright Act have held that Internet Service Providers or ISPs (e.g.; Pace University is an ISP to its students, faculty and staff) must provide the identity of users of specific Internet Protocol Addresses or "user IDs" of the programs listed above when a properly issued subpoena is provided. Individual students, faculty and staff may be held personally liable for violations of copyright laws.

Visit the Illegal File Sharing website for more information.

10. You are expected to abide by all applicable copyright laws and licenses. Both University policies and the law expressly forbid the copying of software that has not been placed in the public domain and distributed as "Freeware" or "Shareware". Users are expected to abide by the requirements of shareware agreements. ITS will maintain University-wide site licenses.
11. In order to avoid jeopardizing the University's tax-exempt status, do not use Pace I.T. facilities and services for personal financial gain or in connection with political activities, without prior written approval in each instance. Contact the CIO/Vice President of Information Technology (cio@pace.edu) for detailed information.
12. Use appropriate standards of civility and common sense when using I.T. systems to communicate with other individuals. Do not use e-mail to transmit confidential information relative to personnel matters, internal investigations and litigation. When sending personal messages to other users, participating in a Chat Room discussion, posting on electronic bulletin boards or leaving a voice mail message, identify yourself as the sender. Using Pace's I.T. resources to harass, slur, embarrass or demean other individuals are explicitly prohibited.

13. Be sensitive to the needs of others, and use only your *fair share* (what a reasonable person would consider fair) of computing, faxing, and telephone resources. For example, users of shared resources, such as the PCs in the Computer Resource Centers, should use these facilities for only the most essential tasks during periods of peak demand. Broadcasting non-critical messages to large numbers of individuals (*spamming*) and sending chain letters are examples of activities that cause network congestion and interfere with the work of others, and are prohibited. Use the available online and telephone company directories to look up the numbers yourself to save the University additional telephone service charges.
14. Treat I.T. resources and electronic information as a valuable University resource. Protect your data and the systems you use. For example, back up your files regularly. Set an appropriate password and change it regularly. Passwords should not be any easily remembered word or phrase. Select a random string of letters and numbers with a recommended length of at least 8 characters (if the system allows). More information about appropriate passwords can be found at the Password Security webpage. Make sure you understand the access privileges you have set for your files. Do not destroy or damage any I.T. equipment, networks or software. The willful introduction of computer code that compromises the integrity of a system, such as viruses and worms, into the Pace University computing environment or into other computing environments via Pace's network violates university standards and regulations. This may result in a range of penalties from termination of user access to Pace I.T. resources to expulsion/removal from the University.
15. Stay informed about the Pace I.T. environment, as it is continually evolving to keep pace with academia and the demands of our students. Pace disseminates information in a variety of ways, including the ITS website, the Pace Home Page, logon messages, the IMO listserv, and online documentation regarding software policy and procedures; in published newsletters (e.g., *Opportunitas, Pace Press, Paw Print, Pace Pulse*); at meetings; and, in some cases, as announcements/memos mailed to departments/individuals. *Users are responsible for staying informed about these changes and are expected to adapt to changes in the University I.T. environment.*
16. The following guidelines have been established regarding use of Web 2.0 Tools by Faculty and Staff:
 - (a) Faculty and staff members may request a blog or wiki for use in conjunction with their work. The requestor will be the owner of the blog and assumes responsibilities as defined in this Appropriate Use Policy.
 - (b) Faculty and staff members may also request group blogs or wikis. Group blogs can be used in courses, research, department websites, and collaborative projects.
 - (c) Faculty and staff members may request additional Pace computer accounts for collaborators from other institutions for participation in Web 2.0 activities, and their use will be covered by this Appropriate Use Policy.
 - (d) Anonymous postings to blogs and wikis are not permitted. Owners of blogs and wikis may not reconfigure the system to allow anonymous postings.

(e) Comments are an integral part of Web 2.0. All comments will be run through a SPAM engine. An individual making a comment is required to provide a valid email address before entering comments. The blog owner is responsible to review each comment before posting it to the blog for others to see. The blog owner reserves the right not to publish individual comments. The blog owner may opt to require Pace password authentication before comments can be submitted.

(f) Blogs created by Pace-provided software/system will be listed on a web page and be available for RSS syndication.

(g) Pace does not guarantee that it will provide ancillary software, such as databases and script languages, that authors may wish to use in their blogs or wikis.

Part III: Users' rights

1. Access to I.T. Resources

Central I.T. Resources

Undergraduate and graduate students, faculty, administrators, staff and recognized student organizations may obtain IDs for use with the central I.T. activities related to instruction, research or university administration

In the event that any student, faculty, administrator or staff person leaves, resigns or in any way concludes his or her relationship with Pace University for whatever reason:

- access to all I.T. resources, including voice mail and email services, will be terminated immediately
- all electronic storage will be deleted.

Other I.T. Resources

Most of Pace's I.T. facilities and services-such as the Computer Resource Centers, the Computer-Equipped Classrooms, Video Conferencing rooms, consulting services, voice mail, and training-Mare available to members of the University community. ITS plans and budgets for central I.T. services. However, these services are not free. Users/departments may be required to fund the additional expense of excesses (based on historical, normal utilization) or abuses of Pace I.T. resources (expenses beyond the baseline budget). For more detailed information about access to any facility or service, visit the ITS home page at www.pace.edu/ITS.

Departmental I.T. Resources

For information concerning access to departmental I.T. resources, contact your department's IMO or Department Chair.

2. Data Security and Integrity

ITS-Maintained Equipment

ITS provides reasonable security against intrusion and damage to files stored on the central I.T. facilities. ITS also provides some facilities for archiving and retrieving files specified by users and for recovering files after accidental loss of data. However, other users can hold neither the University nor any I.T. staff member accountable for unauthorized access, or can they guarantee protection against media failure, fire, floods, etc. Users should use all available methods to protect their files, including the frequent changing of their passwords and storing back-up copies of information off site. In the event that data have been corrupted as a result of intrusion, ITS should be notified immediately. Every reasonable attempt will be made to restore files to their status prior to intrusion; however, ITS cannot guarantee restoration.

Upon request, the I.T. staff will assist in implementing procedures to maximize security. Although ITS backs up some departmental servers and makes reasonable attempts to protect those servers from intrusion, it does not provide the same level of protection or offer restoration of files stored on departmental servers. Therefore, it is especially important that users back up their files and use all available means to protect their data on departmental systems.

The central Pace information technology organization (Information Technology Services, ITS) led by the University's Chief Information Officer/VP, Information Technology, reserves the right to manage the University's voice, data and video bandwidth. Criteria for bandwidth management involves the integrity and robustness of university-owned equipment, data, and services as well as the appropriateness of bandwidth use when compared to the University's academic goals, administrative missions, and appropriate use policy for information technology.

Departmental Facilities Data security and integrity in departmental I.T. facilities varies depending on the department. Users should contact their department's IMO for more information on their security and data integrity procedures.

3. Privacy

Access by I.T. Staff on Behalf of the University

Although not legally required to do so, the University respects the privacy of all users. Members of the ITS organization are forbidden to log on to another user's account or to access a user's files unless the user gives explicit permission (for example, by setting file access privileges). Exceptions to this privacy policy are made, however, under specific conditions. Such conditions include investigation of programs suspected of causing disruption to the network or other shared services; investigation of suspected violations of state or federal law or university policies; and investigations to avoid liability or in connection with internal hearings or litigation. In these instances, the Vice President of Information Technology, upon consultation with University Counsel, must be convinced that there is sufficient cause to review files before those files can be searched without the user's permission.

Before logging onto a user's account or accessing a user's private files, a reasonable attempt will be made to contact the user to inform him or her that ITS will access the files. If that is not possible, the Vice President of Information Technology will view the files for the suspected violation and will inform the user afterward that the files have been reviewed. Information obtained in this manner is admissible in legal proceedings or in a university hearing. ***In accepting a user account, the user agrees to this policy.***

Access by Administrators of Departmental I.T. Systems

The administrators of departmental I.T. systems, such as IMOs, should not access a user's files without the explicit permission of that user or monitor file traffic at a level that will permit intrusion into the file contents. However, some exceptions may be necessary, for example, when a file is suspected of causing disruption to a local network or other shared services and a user cannot be reached. Furthermore, information about system users and information stored by them should be treated as confidential. Individual departments may have guidelines consistent with university policy which deal with access issues of their I.T. resources.

Electronic Communications

Users should not expect privacy of any electronic communications. I.T. systems' administrators may see the contents of electronic communications due to serious addressing errors or as a result of maintaining the communications system. In those cases where administrators do see the contents of private electronic communications, they are required to keep the contents confidential. Users should also be aware that the current design of the networks is such that the privacy of electronic communications that leaves Pace cannot be guaranteed. Also, when a user's affiliation with Pace ends, e-mail subsequently received at Pace that is addressed to the former user will either be returned to the sender or, if appropriate, forwarded for an agreed upon limited time, to an address specified by the former user.

4. Ownership of Copyright for Materials Developed with Pace's Resources

Pace University has established guidelines related to ownership of copyright property. The exact policies and procedures relating to copyrights may be obtained from the office of University Counsel.

5. Responsibility for Errors in Software, Hardware, and Consulting

ITS, in conjunction with department IMOs, makes its best effort to maintain an error-free I.T. environment for users and to ensure that the I.T. staff is properly trained. Nevertheless, it is impossible to ensure that I.T. system errors will not occur or that I.T. staff will always give correct advice. Pace presents no warranty, either expressly stated or implied, for the services provided. Damages resulting directly and indirectly from the use of these resources are the responsibility of the user. However, at the request of the user, when errors are determined to have occurred on

I.T. facilities, members of the I.T. staff will make a reasonable attempt to restore lost information to its state prior to the failure, at no cost to the user. As part of maintaining the I.T. environment, the I.T. staff applies vendor-supplied or locally developed fixes as appropriate when problems are identified. Given that vendors may be involved and that staff resources are finite, no guarantee can be made as to how long it may take to fix an error once it has been identified.

When software errors are considered major problems or could produce inaccurate results, users will be notified as soon as possible using appropriate electronic and/or other media.

6. Changes in the Pace I.T. Environment

When significant changes in hardware, software or procedures are planned, Information Management Officers (IMOs) will notify their departmental user community through

electronic mail and other media to ensure that all users have enough time to prepare for the changes and to voice any concerns that they might have.

7. Comments, Suggestions, Corrections, etc.

Questions concerning this or any other Information Technology Policy can be directed to the ITS Customer Support Center via <http://doithelpdesk.pace.edu>.

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