

# CUNY Graduate Center Information Technology

## Terms of Use for IT Services Last Updated: August 24, 2015

Information Technology at the Graduate Center is responsible for access privileges by end users to many resources and systems in support of the Graduate Center's mission to foster "advanced graduate education, original research and scholarship, innovative university-wide programs, and vibrant public events." The following provisions govern the terms of use for such privileges:

- a) Users must comply with the [CUNY Acceptable Use Policy](#) and the [CUNY IT Security Procedure](#), as well as any additional applicable Graduate Center or CUNY policies or procedures.
- b) Access privileges are role-based, restricted to the resources appropriate to the duties and responsibilities of various users in their roles at the Graduate Center. Users must safeguard appropriate confidentiality considerations at all times.
- c) Users must comply with all applicable regulatory requirements, specifically including all provisions of FERPA as well as copyright laws and licensing provisions.
- d) Personal user accounts are non-transferrable. Personal access credentials must be safeguarded, and must not be shared or revealed by end-users. Passwords and PINs are subject to requirements to be changed on a periodic basis.
- e) Users are responsible for any changes they make to data on any systems. Users are cautioned that any files saved to local devices are the responsibility of the user to backup and secure. Users are further directed to the provisions of the CUNY Acceptable Use Policy and the CUNY IT Security Procedure regarding the handling of confidential or sensitive data locally.
- f) By default, individual users do not have local administrative rights to individual desktop computers; any requests for local administrative rights must be approved by the Director of IT Client Services.
- g) Administrative users of the GC's Sungard Banner system must conform to the standards and practices agreed upon by the GC Banner User Group. In addition, such users must not reveal proprietary Banner source code or documentation beyond the Graduate Center.
- h) Users of the GC's Website Services (WS) system must conform to the standards and practices noted in Addendum 1 below.

If there is reason to suspect that a user has violated these provisions, the Vice-President for Information Technology may temporarily revoke or restrict a user's access privileges, pending further investigation.

## **Addendum 1: GC Website Services**

“GC Website Services” is a resource provided and supported by Information Technology at the Graduate Center of the City University of New York (CUNY). This resource is intended to serve as a friendly, collaborative and intuitive environment wherein users can freely express and share opinions on all aspects of teaching, learning and research.

We reserve only the rights necessary to facilitate the dissemination of content and material on this Site. We support the intellectual property rights of the authors of those materials. We also support the use of open source software and the widespread dissemination and use of online materials consistent with the rights of our users and applicable law.

Active members of the faculty, administration, staff, and graduate students of the Graduate Center may register as account owners or participants on the Site. We will take all reasonable measures to keep information and users safe.

We hope your experience with the GC Website Services will be enjoyable and productive. The GC Website Services is located at <http://ws.gc.cuny.edu/>.

### **Terms that Govern the Use of the GC Website Services.**

#### **1. General Use of the Site and Agreement to these Terms.**

Please read these Terms of Use (“Terms”) carefully as they govern our mutual rights and responsibilities when you use the resources and services provided by CUNY (also referred to as “we” or “us” or “our”) through the GC Website Services (also referred to as the “Services” or “Site”). These Terms apply to all activities and modalities on the Site, including but not limited to, blogs, forums, groups, and wikis.

If you are a registered user, when you click “I Accept Terms of Use”, you signify that you have read, understand, and agree to these Terms.

If you are a non-registered “public” user, accessing the Site signifies that you have read, understand, and agree to these Terms. If you do not agree to these Terms, you are not authorized to use the Site. Unless otherwise agreed to, you are subject to these Terms, and any additional terms that may apply. These additional terms, if any, will be available through the Site. All of these terms create a legal agreement between you and the Site and supersede any prior agreements between you and the Site.

The [CUNY Policy on Acceptable Use of Computer Resources](#), the [CUNY.edu Privacy Policy](#), and Graduate Center IT policies regarding Terms of Use for IT Services are incorporated into these Terms by reference and you should read them before using the Site.

#### **2. Rights and Obligations Related to Content and Material.**

The Site and its Contents are protected by copyright pursuant to U.S. and international copyright laws.

##### **a. Your Responsibilities.**

If you operate a blog or website, comment on a blog, post material or links to any part of the Site, or otherwise make material available by means of the Site (any such material, “Content”), you are responsible for the Content and any harm resulting from it.

You warrant and represent that you either own or otherwise control all of the rights to Content you provide to the Site, including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Content, or that your use of the Content is a protected fair use. You warrant and represent also that the Content does not violate these Terms and that you will indemnify and hold harmless CUNY from any claims arising from Content you provide.

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#### **b. License to CUNY.**

By posting Content on this Site, you are granting CUNY a nonexclusive, royalty free, perpetual, and worldwide license to use the Content on the Site until you remove or delete it, including but not limited to, the right to copy, distribute, transmit, publicly display, publicly perform, edit, translate, and reformat the Content, and/or to incorporate it into a collective work.

If you delete Content, CUNY will use reasonable efforts to remove it from the Site, but you acknowledge that caching or references to the Content may not be made immediately unavailable. Whenever possible, we will credit you as an author, and by posting Content on the Site you agree to give CUNY the right to use your name for attribution purposes.

#### **c. License to Site Users.**

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### **3. Reporting Violations or Concerns.**

If you have reason to believe that any Content or activity on this Site violates these Terms or is illegal or inappropriate, or to report any other abusive behavior in connection with the Site, please

contact us by email IT Services ([itservices@gc.cuny.edu](mailto:itservices@gc.cuny.edu)) or write to: the Vice-President for Information Technology at the CUNY Graduate Center, 365 Fifth Avenue, New York, NY 10016. If you do not include an electronic signature with your claim, we may ask you to submit a signed paper copy. The GC Website Services and CUNY comply with the Digital Millennium Copyright Act (DMCA). If you have reason to believe that any Content or activity on this Site is infringing in rights owned by you or another (provided you are authorized to act on behalf of the person), please review CUNY's DMCA information for assistance in making a claim.

#### **4. Termination.**

These Terms will continue to apply until terminated by either you or CUNY.

CUNY may at any time terminate its legal agreement with you and your right to access and use the Site if you have breached any provision of the Terms, CUNY is required to do so by law, or CUNY no longer maintains the Site and is terminating the service.

#### **5. Governing Law.**

You agree that if CUNY does not exercise or enforce any legal right or remedy that is contained in these Terms (or for which CUNY is entitled under any applicable law), this will not be taken to be a formal waiver of these rights and remedies.

These Terms, and your relationship with the GC Website Services, shall be governed by the rules, regulations, and policies of CUNY, and the laws of the State of New York without regard to its conflict of law provisions. You and CUNY agree to submit to the exclusive jurisdiction of the courts located within the state of New York to resolve any legal matter arising from these Terms. However, you agree that CUNY shall still be allowed to apply for injunctive remedies (or any equivalent type of urgent legal relief) in any jurisdiction.

#### **6. Children Under 13.**

You are not permitted to provide to the Site any Content intended for children under the age of 13 without the express written permission of CUNY. You are also not permitted to collect personal information from children under the age of 13.

#### **7. Trademark Rights.**

"The City University of New York", "CUNY", "GC Website Services," the names of CUNY colleges and schools, and all related trade names and trademarks are the property of CUNY and CUNY retains all applicable trademark rights. You may not use any CUNY name or logo to endorse or promote any product, opinion, cause or political candidate. Representation of your personal opinions as institutionally endorsed by CUNY or any of its colleges, schools or organizations, is strictly prohibited.

#### **8. No Warranties and Disclaimer of Liability.**

The posts, comments, and other Content on the Site are the views and opinions of their authors. Content is the sole responsibility of its authors. We cannot verify or guarantee that the information presented on the Site is accurate or complete and CUNY shall not be liable for any harm or damages arising from Content posted on the Site. The Site is provided on an "as is" and "as available" basis. CUNY makes no representations or warranties of any kind, express or implied, regarding the availability, operation, or administration of the Site or the information or Content on it. To the full extent permitted by applicable law, CUNY specifically disclaims all such warranties, whether express or implied, including but not limited to the implied warranties of merchantability and fitness for a

particular purpose. CUNY will not be liable for any damages of any kind arising from the use or inability to use the Site. You expressly agree that you use the Site solely at your own risk.

#### **9. Modification of These Terms of Use.**

We reserve the right to change, at any time, at our sole discretion, these Terms. You are responsible for regularly reviewing these Terms. Your continued use of the Site constitutes your agreement to all of these Terms.

#### **10. Right to Remove Content and Discontinue Service.**

CUNY has the right (though not the obligation) in their sole discretion to refuse or remove any Content at any time that violates these Terms or any CUNY policy, or applicable federal or state statutes, or common laws.

CUNY also reserves the right to modify, suspend or discontinue the Site, with or without notice, at any time and without any liability to Site users.

On a quarterly basis, Graduate Center IT will initiate a process to remove abandoned sites from the WS network. A site will be considered “abandoned” if the site owner, or an authorized administrator, has not accessed the property in over 2 years and/or is no longer employed or an active student with the Graduate Center. An initial notice will be sent to all abandoned site owners, after which there will be a 1 month grace period for them to login to their properties on the network. Logging onto the abandoned site in question will effectively remove it from the abandoned sites list; no further action is necessary.

Sites that remain inactive after the 1 month grace period will be taken offline and archived for a period of 2 months. Once a site has been archived, users will need to contact IT Services ([itservices@gc.cuny.edu](mailto:itservices@gc.cuny.edu)) to reactivate it. At the end of the archive period, users will be given a final notice and a one week window to contact IT Services. If no action is taken after the final notice, the abandoned site will be permanently deleted.