

Article VI

ARTICLE VI LEGAL

POLICY 6.01 CONFLICT OF INTEREST :

CUNY CONFLICT OF INTEREST POLICY

1. General Statement of Policy .

It is the policy of the University that all of its activities shall be conducted in accordance with the highest standards of integrity and ethics and in a manner that will not reflect or appear to reflect adversely on the University's credibility, objectivity, or fairness. Every individual to whom this Policy is applicable (each, a "Covered Individual") must maintain the highest standards of honesty and integrity and must refrain from any use whatsoever of his or her position at the University, or the information, privileges, or influence such position may provide, when such use is motivated by, or gives the appearance that it is motivated by, the desire for private gain or advantage for the Covered Individual, or for other persons, institutions, or corporations with which he or she has family, professional, business, or financial connections. Accordingly, no Covered Individual shall have any interest, financial or otherwise, direct or indirect, or engage in any business or transaction or professional activity, or incur any obligation of any nature, which is in substantial conflict with the proper discharge of his or her duties and responsibilities at the University.

Sections 2 and 3 of this Policy, which set forth the general standards of conduct and the rules regarding hiring, employment, and contracting decisions and supervisory responsibility involving Family Members, apply to all Covered Individuals. Section 4 sets forth specific obligations of Investigators, whether or not they are Covered Individuals, who are involved in research or similar educational or community outreach activities at the University (collectively, "research") and the University's procedures for reviewing and managing Financial Conflicts of Interest that may arise in connection with such activities. Section 5 sets forth specific obligations of faculty members with respect to the assigning for purchase their own works in their courses. Section 6 sets forth provisions regarding records retention requirements and sanctions for violations of this Policy. Section 7 sets forth the definitions of "Covered Individual", "Family Members", "Financial Conflict of Interest", "Investigator", and other terms used in this Policy. The provisions of this Policy are to be interpreted in light of the paramount importance of academic freedom in the activities of the University.

In the event that Federal, state, or local laws or regulations are enacted (or amended) that require changes in this Policy, the University may amend this Policy, and any related document officially issued by the University to set forth procedures for the implementation of this Policy (each, a "Conflict of Interest Procedural Document"), in order to comply with the new requirements. Any such amendment shall not require approval of the University's Board of Trustees but shall be promptly reported to the Board.

College and University officials with responsibilities under this Policy are identified by titles that are current as of this Policy's effective date. If the title for a particular position changes at any time, the responsibilities under this Policy shall be performed by the individual having responsibilities within the College or the University similar to the individual who held the former title. If there is a vacancy at any time in the position, the responsibilities under this Policy shall be assumed by the individual to whom such position reports or to his or her designee.

2. General Standards of Conduct .

Although not all possible situations within the scope of this Policy are included in this Section 2, the following standards, which are primarily based on provisions in New York State Public Officers Law §§ 73 and 74, shall serve as general guidance for Covered Individuals. All Covered Individuals are encouraged to consult the advisory opinions of the New York State Joint Commission on Public Ethics interpreting these provisions at <http://www.jCOPE.ny.gov>, and all Covered Individuals should bring questions about the applicability or interpretation of any of these standards to the University's Office of the General Counsel at ogc@cuny.edu.

2.1.No Covered Individual shall accept other employment that will impair his or her independence of judgment in the exercise of his or her duties or responsibilities at the University.

2.2.No Covered Individual shall accept other employment or engage in any business or professional activity that will require him or her to disclose confidential information gained by reason of his or her position or authority at the University.

2.3.No Covered Individual shall disclose confidential information acquired in the course of his or her duties or responsibilities at the University, except as required by such duties or responsibilities or by law, nor use such information to further his or her personal interests.

2.4.No Covered Individual shall use or attempt to use his or her position at the University to secure unwarranted privileges or exemptions for himself or herself or others.

2.5.No Covered Individual shall engage in any transaction as a representative or agent of the University with any business entity in which he or she has a direct or indirect financial interest that might reasonably tend to conflict with the proper discharge of his or her duties or

responsibilities at the University.

2.6.A Covered Individual shall not by his or her conduct give reasonable basis for the impression that any person can improperly influence him or her or unduly enjoy his or her favor in the performance of his or her duties or responsibilities at the University, or that he or she is affected by the kinship, rank, position, or influence of any party or person in the performance of those duties or responsibilities.

2.7.A Covered Individual shall abstain from making personal investments in enterprises that he or she has reason to believe may be directly involved in decisions to be made by him or her at the University or that will otherwise create substantial conflict between his or her duty or responsibility at the University and his or her private interest.

2.8.No Covered Individual, nor any firm or association of which he or she is a member, nor any corporation ten percent (10%) or more of the stock of which is owned or controlled directly or indirectly by such Covered Individual, shall sell any goods or services having a value in excess of \$25 to the University, or contract for or provide such goods or services with or to any private entity where the power to contract, appoint, or retain on behalf of the private entity is exercised, directly or indirectly, by the University, unless such goods or services are provided pursuant to an award or contract let after public notice and competitive bidding.

2.9.No Covered Individual shall accept gifts of more than nominal value where the circumstances would permit the inference that (a) the gift was intended to influence the Covered Individual in the performance of his or her duties or responsibilities at the University, or (b) the gift constituted a tip, reward, or sign of appreciation for any act by the Covered Individual in connection with those duties or responsibilities.

3. Policy regarding Nepotism in Hiring, Employment, Supervisory Responsibility, and Contracting .

3.1. General.The University seeks to foster a work environment conducive to a satisfying family life for all members of the University community and to accommodate, wherever appropriate, individual needs relating to family life. At the same time, there are a number of situations where the personal interests of a member of the University community may conflict with the proper discharge of his or her duties and responsibilities at the University. In keeping with New York State Public Officers Law §§ 73(14) and (15), this Policy recognizes that conflicts may be inherent in the hiring, employment, and supervision of a Covered Individual's Family Members as well as in entering into contracts that relate to Family Members or with entities in which Family Members have a personal or financial interest. Accordingly, this Section 3 sets forth certain specific prohibitions against a Covered Individual's participation in the conduct of University business involving his or her Family Members.

3.2. Hiring and Employment Decisions.No Covered Individual shall take part in any decision to hire, promote, discipline, or discharge any of his or her Family Members with respect to any position at the University. If such a hiring or employment matter arises relating to a Family Member, then the Covered Individual must advise his or her supervisor of the relationship in writing and must be recused from any and all discussions or decisions relating to the matter.

3.3. Supervisory Responsibility.No Covered Individual shall have Supervisory Responsibility for any of his or her Family Members at the University, except as provided by a written waiver as set forth in this Section 3.3, or in the case of research projects, as provided in Section 3.6 below. (For the purpose of this Section 3.3, a Covered Individual shall be deemed to have "Supervisory Responsibility" for a Family Member if the Family Member (a) directly reports to the Covered Individual, or (b) directly reports to a supervisor who reports ultimately to the Covered Individual, regardless of the number of reporting levels that separate the Family Member from the Covered Individual.) Although Department Chairs are Covered Individuals, for the purpose of this section, they shall not be deemed to have any Supervisory Responsibility for full-time faculty members in their department under this section, but they shall be deemed to have Supervisory Responsibility for their department's adjunct faculty members.

If at the time of the initial implementation of this Section 3.3 following the effective date of this Policy, a Covered Individual has Supervisory Responsibility for a Family Member at the University, or subsequent to the initial implementation of this section a Covered Individual may come to have such Supervisory Responsibility, the Covered Individual shall make reasonable efforts to effect a change in the organization or have the Family Member reassigned in order to avoid a violation of this section. If, however, such a change or reassignment is not feasible (e.g., as a result of civil service rules or provisions of the applicable collective bargaining agreement) or would result in significant harm to the operations or activities of the University, the Covered Individual may file a written request for a waiver with the Vice President for Administration of the College where the Covered Individual is employed or such other College official as may be designated by the College President. Such request shall set forth the efforts that have been made to effect a change in the organization, the reasons why a reassignment of the Family Member is not feasible, and the reasons why such a change or reassignment would result in significant harm to the University's operations or activities. If, after a review of all the relevant circumstances, a waiver in writing is granted, the Covered Individual may continue or assume, as the case may be, Supervisory Responsibility for his or her Family Member.

Notwithstanding any waiver regarding Supervisory Responsibility for a Family Member pursuant to the preceding paragraph, no Covered Individual shall participate under any circumstances in any action that directly affects his or her Family Member as an employee of the University individually, and not as a member of a group, including, but not limited to, performance evaluations, position reclassifications, and determination of promotional opportunities or eligibility for additional compensation of any kind from the University.

3.4. Contracting Decisions.No Covered Individual shall take part in any contracting decision at the University (a) relating to a Family Member, or (b) relating to any entity in which a Family Member is an officer, director, or partner, or in which a Family Member owns or controls ten percent (10%) or more of the stock of such entity. If a contracting matter arises involving either clause (a) or (b), then the Covered Individual must advise his or her supervisor of the relationship in writing and must be recused from any and all discussions or decisions relating to the matter.

3.5. Family Members.The definition of Family Member, which appears in Section 6.11 of this Policy, is very broad. It covers not only spouses and domestic partners, parents, children, and siblings, but it also extends as far as great grandparents and great grandchildren and many other relatives of a Covered Individual and his or her spouse or domestic partner, as well as to other individuals living in the same household as the Covered Individual. If a Covered Individual has any questions about whether the provisions of this Section 3 apply to his or her situation, it is incumbent upon the Covered Individual to consult the University's Office of the General Counsel at ogc@cuny.edu.

3.6 Applicability to Research.

3.6.1 Research Positions Administered through the Research Foundation.Sections 3.1 through 3.5 shall not apply to any research positions administered through the Research Foundation. Hiring, employment, and contracting decisions and supervisory responsibility in connection with such positions shall be governed by the Code of Ethics of the Research Foundation.

3.6.2 Research Positions Not Administered through the Research Foundation.Sections 3.1 through 3.5 shall not apply to any research positions not administered through the Research Foundation if (a) the Investigator files a written request for a waiver with the Vice Chancellor for Research setting forth the description of the research project, the nature of the involvement of the Investigator's Family Member, and the reasons why it would be appropriate for the waiver to be granted; and (b) the Vice Chancellor for Research, after a review of all the relevant circumstances, grants the waiver in writing.

4. Policy on Financial Conflicts of Interest in Research .

4.1. Scope.This Section 4 applies to all research projects, regardless of the source of funding or support or the commercial exploitation of the results of such projects.

4.2. General. A particular purpose of this Policy is to promote integrity in research by establishing standards and procedures to ensure, to the extent possible, that any Significant Financial Interest (as defined in Section 6.16) that could directly and significantly affect the design, conduct, reporting, or regulatory review of a research project at the University (each, a "Financial Conflict of Interest" or "Financial Conflict") does not bias the design, conduct, reporting, or regulatory review of the research project.

The University recognizes that interactions between Investigators (as defined in Section 6.14) in a research project at the University and commercial entities have many beneficial results for the University and its faculty, staff, post-doctoral associates, and students, as well as the commercial entities themselves. For example, such interactions are an especially effective means of facilitating the commercial development of University intellectual property, which benefits the public with new goods and services and stimulates economic development. Nevertheless, these interactions may raise conflicts between the personal financial interests of the Investigator and the interests of the University. In some cases, such conflicts may reasonably appear to be likely to affect the judgment of an Investigator. The University has determined that a strict prohibition of Financial Conflicts of Interest does not serve the public interest because potentially beneficial interactions with industry would be lost. Moreover, the University recognizes that Financial Conflicts of Interest will inevitably arise in a modern research university and that the mere existence of such Financial Conflicts, in the absence of wrongful behavior, is not necessarily improper. As a result, consistent with Federal regulations dealing with objectivity in research and investigatory financial disclosure policy, this Policy seeks to manage Financial Conflicts of Interest in order to minimize the potential harm that could result either from Financial Conflicts that actually impair the judgment of Investigators or from the appearance that the judgment of Investigators has been or will be impaired. The University reserves the right to prohibit the existence of Financial Conflicts of Interest that present unmanageable risks or that would require excessive resources to manage.

The complex situations that may arise involving Financial Conflicts of Interest require management using specialized knowledge and a multi-disciplinary, problem-solving approach. Therefore, this Policy provides for qualified individuals designated at each College, as well as a University-wide Conflicts Committee, to review disclosures by Investigators of Significant Financial Interests related to the Investigators' Institutional Responsibilities (as defined in Section 6.13) to determine whether such Significant Financial Interests are related to the Investigator's research and constitute Financial Conflicts of Interest, and if so, to manage those Financial Conflicts in a fair, objective, and confidential manner in accordance with applicable laws and regulations, this Policy, and any applicable Conflict of Interest Procedural Document.

4.3. Disclosure of Significant Financial Interests. In addition to any obligation under other University policies, including the University's Intellectual Property Policy, any applicable Conflict of Interest Procedural Document, or any Federal, state, or local laws or regulations, each Investigator must disclose to the College Conflicts Officer at his or her College each Significant Financial Interest that is related to his or her Institutional Responsibilities in any situation designated in this Section 4.3. All disclosures must be made in writing to the College Conflicts Officer (with a copy to the Grants Officer at the College if the Significant Financial Interest is related to a sponsored research project) using the disclosure forms provided by the Office of the Vice Chancellor for Research.

The following situations require disclosure at the time noted in each paragraph:

4.3.1. Proposals and Applications for Research Funding or Support -If (a) an Investigator intends to design, conduct, or report research at the University, or participate in the regulatory review of such research, and (b) funding or other support for the research is being sought directly or indirectly from a government agency, non-profit institution, Company (as defined in Section 6.5), or the University, and (c) at the time a proposal or application for such funding or support is being prepared, the Investigator has a Significant Financial Interest that is related to his or her Institutional Responsibilities, then the Investigator must disclose the Significant Financial Interest to the College Conflicts Officer and the Grants Officer at his or her College before the proposal or application is submitted to the agency, institution, Company, or the University. The Investigator must also comply with any disclosure and approval procedures required by the agency, institution, Company, or the University in connection with any such proposal or application.

Although a Significant Financial Interest relating to a proposal or application for research funding or support must be disclosed prior to the submission of the proposal or application, the review of the Significant Financial Interest by the College Conflicts Officer and the Conflicts Committee may take place after such submission. If, however, a proposal or application for research funding or support is submitted before such review, the Significant Financial Interest must be reviewed, and any related management or oversight plan developed by the Conflicts Committee under Section 4.5.1 must be implemented, prior to the expenditure of any awarded funds or support. Notwithstanding the foregoing, in the case of research at the University involving multi-year funding or support that requires an annual renewal or progress report, the Investigator must disclose any previously undisclosed Significant Financial Interest and updated information regarding any previously disclosed Significant Financial Interest, and also receive approval in writing in accordance with this Policy, before the renewal application or progress report is submitted to the agency, institution, Company, or the University.

4.3.2. Ongoing Funded or Supported Research -If (a) an Investigator designs, conducts, or reports ongoing research at the University, or participates in the regulatory review of such research, and (b) the research is funded or supported directly or indirectly by a government agency, non-profit institution, Company, or the University, and (c) the Investigator has or subsequently acquires a Significant Financial Interest that is related to his or her Institutional Responsibilities, then the Investigator must disclose the Significant Financial Interest to the College Conflicts Officer and Grants Officer at his or her College and receive approval in writing in accordance with this Policy before the Significant Financial Interest is acquired, or as soon thereafter as possible if prior disclosure is impossible. The Investigator must also comply with any disclosure and approval procedures required by the agency, institution, Company, or the University in connection with such research.

4.3.3. Licensing to Certain Companies -If (a) an Investigator responsible for developing, discovering, or creating any University-owned intellectual property becomes aware, or should reasonably have become aware, of a Company's acquisition or intention to acquire ownership of or a license to that intellectual property, and (b) at such time the Investigator has a Significant Financial Interest from or in that Company, or subsequently acquires such a Significant Financial Interest, then the Investigator must disclose the Significant Financial Interest to the College Conflicts Officer at his or her College and receive approval in writing in accordance with this Policy before the Significant Financial Interest is acquired, or as soon thereafter as possible if prior disclosure is impossible.

4.3.4. Supervision of Students and Post-Doctoral Associates -If an Investigator has a Significant Financial Interest from or in a Company or subsequently acquires such a Significant Financial Interest, and he or she teaches, supervises, or otherwise has control over any students or post-doctoral associates at the University who might be involved in related work for the Company, then the Investigator must disclose the Significant Financial Interest and the planned student or post-doctoral associate involvement to the College Conflicts Officer at his or her College and receive approval in writing in accordance with this Policy before the assistance of any students or post-doctoral associates in such work may commence or continue.

4.3.5. Changes in a Significant Financial Interest -All Investigators must disclose to the College Conflicts Officer any material change in a previously disclosed Significant Financial Interest within thirty (30) days after the change.

No disclosure is required under this Section 4.3 unless the Significant Financial Interest is within one of the above situations. As required by Federal, state, or local laws or regulations, or as otherwise approved by the University's Board of Trustees, the Conflicts Committee may add

to this list. In such event, the Vice Chancellor for Research shall issue an official advisory to provide notice of the change and shall update the disclosure forms for Significant Financial Interests to reflect the change.

4.4. Review of Significant Financial Interests and Determination of Financial Conflicts at the College.

4.4.1. Designation and Duties of College Conflicts Officers -Each College President, after consultation with the appropriate faculty governance body at the College and approval by the Vice Chancellor for Research, shall designate an employee of the College as the College Conflicts Officer. Each College Conflicts Officer shall perform the following functions:

- (a) promote awareness at the College of (i) the requirement to disclose Significant Financial Interests in accordance with this Policy and all applicable Conflict of Interest Procedural Documents, and (ii) the availability of disclosure forms on the website of the Office of the Vice Chancellor for Research;
- (b) receive disclosures of Significant Financial Interests of all Investigators at the College and send copies of those disclosures to the Office of the Vice Chancellor for Research;
- (c) review each disclosure of a Significant Financial Interest, investigate the disclosure and consult with the College Provost and appropriate Department Chair as necessary, determine whether or not any Financial Conflict involving a Significant Financial Interest exists, and prepare a written report regarding such determination;
- (d) whether or not a Financial Conflict of Interest is determined to exist, send the report and the complete written record of the review and decision-making to the individuals specified in Section 4.4.2; and
- (e) assist in the implementation and monitoring of any management and oversight plans developed by the Conflicts Committee for Financial Conflicts of Interest at the College.

If any of the situations described in Section 4.3 apply to a College Conflicts Officer in his or her role as an Investigator, he or she must disclose the Significant Financial Interest to the College Provost or the Provost's designee at the required time. In such a case, or in the case where a College Conflicts Officer is the supervisor of an Investigator who discloses a Significant Financial Interest, the College Conflicts Officer shall not participate in any review or decision regarding the Significant Financial Interest, and the College President shall designate the College Provost or another individual to perform the review and decision-making process instead.

4.4.2. College Review and Decision-Making Process -Upon receipt of a disclosure of a Significant Financial Interest, the College Conflicts Officer shall review the Significant Financial Interest and make a determination whether the Significant Financial Interest: (a) is related to the Investigator's research (i.e., could be affected by the research or is in an entity whose financial interest could be affected by the research), and if so, (b) whether a Financial Conflict of Interest exists. Whether or not the College Conflicts Officer determines that a Financial Conflict exists, he or she shall promptly prepare a written report regarding the determination and send the report and the complete written record of the review and decision-making to the University Director for Research Compliance in the Office of the Vice Chancellor for Research, the College Provost, the Investigator, and if the case involves a sponsored project administered through the Research Foundation, to the Legal Department of the Research Foundation.

4.5. The Conflicts Committee.

4.5.1. Review and Management of Financial Conflicts of Interest -The University's Conflicts Committee shall promptly review the College Conflicts Officer's report and the complete written record of his or her review and decision-making in connection with each Financial Conflict of Interest determined by the College Conflicts Officer and decide whether or not a Financial Conflict of Interest does in fact exist.

The Conflicts Committee shall also have the discretion to review reports of the College Conflicts Officer where no Financial Conflict of Interest is found to exist and decide otherwise. If the Conflicts Committee determines that a Significant Financial Interest is related to the research in question and that a Financial Conflict of Interest exists, the Committee and its staff shall promptly develop and implement a conflict management and oversight plan that specifies the actions that have been, and shall be, taken to manage the Financial Conflict in accordance with the requirements of the research sponsor and the University. Examples of conditions or restrictions that might be imposed to manage, reduce, or eliminate the Financial Conflict include but are not limited to the following:

- (a) Public disclosure of the Financial Conflict (e.g., when presenting or publishing the research);
- (b) For research projects involving human subjects research, disclosure of the Financial Conflict directly to participants;
- (c) Appointment of an independent monitor capable of taking measures to protect the design, conduct, reporting, and review of the research against bias resulting from the Financial Conflict;
- (d) Modification of the research plan;
- (e) Change of personnel or personnel responsibilities, or disqualification of personnel from participation in all or a portion of the research;
- (f) Reduction or elimination of the Significant Financial Interest (e.g., sale of an equity interest); or
- (g) Severance of relationships that create the Financial Conflict.

The Conflicts Committee Administrator shall promptly send notice of the decision by the Conflicts Committee of whether or not a Financial Conflict exists, including a statement of the basis for the decision, to the College Conflicts Officer, the College Provost, the Investigator, any other individuals determined by the Vice Chancellor for Research, and, if the case involves a sponsored project administered through the Research Foundation, the Legal Department of the Research Foundation. If the Conflict Committee decides that a Financial Conflict of Interest exists, such notice shall include a copy of the related management and oversight plan. The Investigator shall have up to ten (10) days to notify the Conflicts Committee in writing of any objections to the initial management and oversight plan issued by the Committee, and the Committee shall promptly review such objections and notify the individuals who previously received a copy of the plan, and any other individuals determined by the Vice Chancellor for Research, of any resulting changes in the plan that the Committee decides to make.

4.5.2. Composition of the Conflicts Committee -The University shall establish a seven-member University-wide Conflicts Committee consisting of the Vice Chancellor for Research or his or her designee, the President of the Research Foundation or his or her designee, a College Provost designated by the Vice Chancellor for Research, and four tenured University faculty members. These faculty members, who shall be actively involved in sponsored research projects and shall have such other qualifications as may be determined by the Vice Chancellor for Research, shall be nominated by a College President or the University Faculty Senate and selected by the Vice Chancellor for Research. The Committee shall include faculty members from at least three different Colleges and represent at least three different academic disciplines. The College Provost and the faculty members on the Committee shall serve a term of three years; provided, however, that two of the faculty members nominated at the time of the formation of the Committee shall serve initial terms of one and two years, respectively, so that the terms of the faculty members will be staggered. The Provost and the faculty members may not serve more than two consecutive terms. The Vice Chancellor for Research or his or her designee shall be the Chair of the Committee. The Chair shall be a voting member of the Committee but shall vote only in the case of a deadlock or to achieve a majority of the members of the Committee required for a decision under Section 4.5.5.

4.5.3. Meetings of the Conflicts Committee -The Conflicts Committee shall hold meetings with appropriate notice to all participants on a schedule determined by the Chair based on the number of Financial Conflicts of Interest that need to be reviewed and any applicable deadlines for review and reporting established by research sponsors. Committee meetings shall require a quorum of a majority of the members of the Committee. Members of the Committee may participate in meetings using voice or video-conferencing technology,

provided to all members who receive copies of the materials to be discussed at the meetings in advance. The Chair or his or her designee shall be responsible for setting the agendas for the meetings and distributing to Committee members in advance of the meetings the disclosures of Investigators, the reports and complete written records of the review and decision-making of the cases at the Colleges, and other relevant materials. The College Conflicts Officer shall attend the portions of Committee meetings devoted to the consideration of Financial Conflicts at his or her College, and an Investigator shall be entitled to attend the portion of the Committee meeting devoted to the consideration of his or her Financial Conflict, but neither the College Conflicts Officer nor the Investigator may be present for any discussion regarding the Committee's determination of whether or not a Financial Conflict exists or the development of a management and oversight plan. A member of the University's Office of the General Counsel and/or a legal representative of the Research Foundation shall attend all meetings of the Committee.

4.5.4. Recusal Procedures -The Conflicts Committee shall establish written procedures for the recusal of a Committee member from participating in the Committee's consideration of a particular Financial Conflict of Interest in appropriate circumstances. The Committee shall make these procedures available to interested parties upon request.

4.5.5. Decisions of the Conflicts Committee -The Committee's decisions regarding the disposition of Financial Conflicts of Interest shall be made by a majority of the members of the Committee present at the meeting. The Committee's decisions shall be recorded in written minutes, which shall not include any identifying information about the votes of the Committee members. The Committee shall make decisions regarding the disposition of Financial Conflicts of Interest, including the development and implementation of a management and oversight plan, within thirty (30) days after receiving the written report and complete written record of the review and decision-making process at the College from the College Conflicts Officer; provided, however, that earlier dates may be required to meet the notice requirements and reporting deadlines established by a research sponsor. Subject to an Investigator's right to object to a management and oversight plan under Section 4.5.1, all decisions of the Committee shall be final.

4.5.6. Authority of the Conflicts Committee -The Committee shall have discretion in reviewing and making decisions regarding the disposition of all Financial Conflicts of Interest and may request and review additional relevant information from Investigators and other sources. The Committee shall annually review the definition of Significant Financial Interest in Section 6.16 and shall have authority to revise the definition in order to comply with new requirements of Federal, state, or local laws or regulations and, subject to approval by the University's Board of Trustees, otherwise revise the definition. The Committee shall have authority to interpret this Policy and shall give Investigators and College Conflicts Officers notice of its interpretative statements through periodic advisories as well as access to the written minutes of Committee meetings appropriately redacted to preserve the confidentiality of the individuals involved.

4.6. Confidentiality of Disclosures. Many of the matters brought to the College Conflicts Officers, other officials at the College, the Office of the Vice Chancellor for Research, the Research Foundation, and the Conflicts Committee for review and decision-making will include information of a personal and private nature concerning the financial interests of Investigators, proprietary business information, and other information of a highly confidential nature. Accordingly, except as specifically provided in this Section 4 or as otherwise required by Federal, state, or local laws or regulations, all College Conflicts Officers, other officials at the College, the Office of the Vice Chancellor for Research, the Research Foundation, the Conflicts Committee, and others who participate in Committee meetings as provided herein shall maintain all disclosed information in strict confidence and take necessary precautions and actions to preserve the confidentiality of such information, and the Conflicts Committee shall meet in closed session. Information disclosed under this Section 4 may be disclosed outside the University only as required by the source of funding or support for the applicable research or by applicable Federal, state or local laws or regulations, and only after the University's Office of the General Counsel approves such disclosure and the affected Investigator is notified that the information will be released.

4.7 Monitoring of Management and Implementation Plans. Whenever the Conflicts Committee develops and implements a management and oversight plan, the Office of the Vice Chancellor for Research, with the assistance of the College Conflicts Officer, shall monitor the Investigator's compliance with the plan on an ongoing basis until the completion of the research project.

4.8. Reporting and Liaison to Research Sponsors. The Office of the Vice Chancellor for Research shall prepare all reports regarding Financial Conflicts of Interest that may be required by research sponsors and shall send copies of those reports to the research sponsors (with copies to the Legal Department of the Research Foundation) in compliance with the notice requirements and reporting deadlines established by the research sponsors. The Office of the Vice Chancellor for Research shall function as liaison to research sponsors regarding these Financial Conflicts.

4.9 Knowledge of Policy and Applicable Laws and Regulations. The University requires each Investigator and College Conflicts Officer to be familiar with this Policy on Financial Conflicts of Interest and all applicable Federal, state, and local laws and regulations. The University shall provide and require training of Investigators and College Conflicts Officers in accordance with any such laws and regulations.

4.10. Periodic Review of Policy. Not less frequently than every three years following adoption of this Policy on Financial Conflicts of Interest, the Conflicts Committee shall conduct an evaluation of the provisions set forth in this Section 4 and, if appropriate, amend this Policy, and any related Conflict of Interest Procedural Documents, in order to comply with new requirements of Federal, state, or local laws or regulations or, subject to the approval of the University's Board of Trustees, for any other reason. The Conflicts Committee shall solicit comments from the University Faculty Senate with respect to any such amendments to this Policy.

5. Policy on Faculty Assigning for Purchase Their Own Works in Classrooms .

5.1. General Statement. Academic freedom includes the right and responsibility of faculty to choose materials to assign to their students and to require for purchase by the students in their courses. As professional educators, faculty should avoid the appearance and the reality of any conflict of interest in making such determinations.

5.2. Avoidance of Economic Benefit. When faculty create materials either by authoring or compiling such materials and derive revenue from their sale and, either as individuals or as members of a group, make the determination to use materials that they have created in their own classes, then that portion of the revenue they derive from the sale of such materials to their own students should be directed to a program over which the authors have no control or influence and which is for the use or support of students. Such programs may include but are not to be limited to, student scholarships and emergency funds at the college at which they teach.

5.3. Departmental Decision-Making in Courses with Multiple Sections. Whenever materials that are created by a faculty member are to be used in multiple sections of a course, only some of which are taught by that faculty member, then the decision concerning which work is to be used must be made by an official group of faculty of the department and not by any single faculty member, including the department chairperson. The faculty author may not participate in that decision but may keep the revenue from sales notwithstanding paragraph 5.2 above.

6. Miscellaneous .

6.1. Records Retention Requirements. All Covered Individuals shall retain all records regarding Conflicts of Interest in accordance with The City University of New York Records Retention and Disposition Schedule, which is available at http://policy.cuny.edu/records_retention_schedule/pdf. Specifically with respect to disclosures of Significant Financial Interests related to a sponsored research project and the review of, and response to, such disclosures by Colleges and University officials (whether or not a

disclosure resulted in a determination of Financial Conflict of Interest), and all actions under Section 4 of this Policy, records shall be retained for at least three years from the date the final expenditures report is submitted to the research sponsor.

6.2. Sanctions for Violations of Policy. Any failure to comply with the provisions of this Policy may result in disciplinary sanctions consistent with applicable collective bargaining agreements, up to and including termination of employment. In addition, any failure by an Investigator to comply with the requirement to disclose Significant Financial Interests or with a management and oversight plan regarding a Financial Conflict of Interest may lead to a loss and/or withdrawal of grant funding or support, ineligibility to submit grant applications to research sponsors or to participate in research on behalf of the University, and/or ineligibility to supervise the work of Investigators in research projects.

7. Definitions .

As used in this Policy, the following words shall have the following meanings:

7.1. Chair -The Chairperson of the Conflicts Committee, as described in Section 4.5.

7.2. College -An educational unit of the University, including all senior colleges and community colleges, the Graduate School and University Center (including, without limitation, the School of Professional Studies, the Graduate School of Journalism, and the CUNY School of Public Health at Hunter College), and the City University School of Law, and the University's Central Office.

7.3. College Conflicts Officer -The individual at each College designated by the College President to perform the functions described in Section 4.4.1.

7.4. College President -The President or Dean of each College, as applicable. For purposes of this Policy, the Executive Vice Chancellor for Academic Affairs and University Provost or his or her designee shall be deemed to be the College President of the University's Central Office, except that the Chancellor of the University shall be deemed to be the College President of the University's Central Office with respect to Section 3.3.

7.5. Company -Any corporation, partnership, association, or other legal entity, excluding entities controlled by the United States government, the State of New York, the City of New York, or the University. A Company shall be deemed to include all of its affiliates and other associated entities.

7.6. Conflict of Interest or Conflict – (a) An actual or potential conflict between the personal interests of a Covered Individual and the interests of the University; or (b) the reasonable appearance of such a conflict.

7.7. Conflict of Interest Procedural Document –Any document officially issued by the University to set forth procedures for the implementation of this Policy.

7.8. Conflicts Committee or Committee -The University-wide committee that reviews disclosures by Investigators of Significant Financial Interests, determines whether or not Financial Conflicts of Interests exist, and develops and implements management and oversight plans with respect to Financial Conflicts of Interest, as described in Section 4.5.

7.9 Conflicts Committee Administrator –The individual designated by the Chair of the Conflicts Committee to perform various administrative functions for the Committee.

7.10. Covered Individual -Any individual who is, or at any time becomes: (a) an officer of the University; (b) a full-time or part-time employee of the University; (c) a post-doctoral associate at the University; or (d) a student engaged in faculty-directed research at the University other than as part of his or her coursework, whether or not the student is paid for such engagement.

7.11. Family Member -Any person living in the same household as the Covered Individual, and any person related to the Covered Individual within the third degree of consanguinity or affinity. Such related persons include the Covered Individual's spouse and the parents, children, siblings, grandparents, grandchildren, aunts and uncles, nieces and nephews, cousins, great grandparents, and great grandchildren of the Covered Individual and his or her spouse, and the spouses of these relatives as well. (For purposes of this Policy, a "spouse" includes a domestic partner under applicable laws governing domestic partnerships and civil unions.) Please refer to Section 3.5. A Covered Individual should consult the University's Office of the General Counsel at ogc@cuny.edu if he or she has any questions about whether the provisions of Section 3 apply to his or her situation.

7.12 Financial Conflict of Interest or Financial Conflict -A Significant Financial Interest that could directly and significantly affect the design, conduct, reporting, or regulatory review of research at the University.

7.13 Institutional Responsibilities –An Investigator's professional responsibilities on behalf of the University, performed in the course of and within the scope of the Investigator's appointment or employment by the University, which may include, for example, activities such as research, research consultation, teaching, professional practice, institutional committee memberships, and service on panels such as Institutional Review Boards.

7.14 Investigator -The project director or principal investigator and any other person, regardless of title or position, who is responsible for the design, conduct, or reporting of a University research project, which may include, for example, collaborators or consultants, whether or not such project director, principal investigator, or other person is employed by the University or the Research Foundation.

7.15. Research Foundation -The Research Foundation of The City University of New York.

7.16. Significant Financial Interest –The Conflict of Interest Procedural Document for research projects funded or supported by a particular sponsor will set forth the definition of Significant Financial Interest applicable to such projects. In the absence of such a definition in an applicable Conflict of Interest Procedural Document, the following definition shall apply:

Anything of monetary value, including, but not limited to, salary or other payments for services (e.g., consulting fees or honoraria); equity interests (e.g., stocks, stock options, or other ownership interests); and intellectual property rights (e.g., patents, copyrights, and royalties from such rights).

The term does not include:

(a) Salary, royalties, or other remuneration from the University;

(b) Income from seminars, lectures, or teaching engagements sponsored by public or nonprofit entities;

(c) Income from service on advisory committees or review panels for public or nonprofit entities;

(d) An equity interest that, when aggregated for the Covered Individual and the Covered Individual's spouse and dependent children, meets both of the following tests: (i) does not exceed \$10,000 in value, as determined through reference to public prices or other reasonable measures of fair market value; and (ii) does not represent more than a five percent (5%) ownership interest in any single entity; or

(e) Salary, royalties, or other payments that, when aggregated for the Covered Individual and the Covered Individual's spouse and dependent children over the next twelve months, are not expected to exceed \$10,000.

7.17. University -The City University of New York.

7.18. Vice President for Administration -The Vice President for Administration (or individual with similar responsibilities) of each College, as applicable. For purposes of this Policy, the Executive Vice Chancellor and Chief Operating Officer of the University or his or her designee shall be deemed to be the Vice President for Administration of the University's Central Office.

(Board of Trustees Minutes,2012,09-24,4,G. Amended: Board of Trustees Minutes,2013,09-30,3,B; Board of Trustees Minutes,2016,05-02,5,E)

ARTICLE VI LEGAL

POLICY 6.02 DISCRIMINATION AND EQUAL OPPORTUNITY :

THE CITY UNIVERSITY OF NEW YORK POLICY ON EQUAL OPPORTUNITY AND NON-DISCRIMINATION

I. Policy on Equal Opportunity and Non-Discrimination

The City University of New York ("University" or "CUNY"), located in a historically diverse municipality, is committed to a policy of equal employment and equal access in its educational programs and activities. Diversity, inclusion, and an environment free from discrimination are central to the mission of the University.

It is the policy of the University—applicable to all colleges and units— to recruit, employ, retain, promote, and provide benefits to employees (including paid and unpaid interns) and to admit and provide services for students without regard to race, color, creed, national origin, ethnicity, ancestry, religion, age, sex (including pregnancy, childbirth and related conditions), sexual orientation, gender, gender identity, marital status, partnership status, disability, genetic information, alienage, citizenship, military or veteran status, status as a victim of domestic violence/stalking/sex offenses, unemployment status, or any other legally prohibited basis in accordance with federal, state and city laws. ¹

[Footnote:] ¹ As a public university system, CUNY adheres to federal, state and city laws and regulations regarding non-discrimination and affirmative action. Should any federal, state or city law or regulation be adopted that prohibits discrimination based on grounds or characteristics not included in this Policy, discrimination on those additional bases will also be prohibited by this Policy.

It is also the University's policy to provide reasonable accommodations when appropriate to individuals with disabilities, individuals observing religious practices, employees who have pregnancy or childbirth-related medical conditions, or employees who are victims of domestic violence/stalking/sex offenses.

This Policy also prohibits retaliation for reporting or opposing discrimination, or cooperating with an investigation of a discrimination complaint.

Prohibited Conduct Defined

Discrimination is treating an individual differently or less favorably because of his or her protected characteristics—such as race, color, religion, sex, gender, national origin, or any of the other bases prohibited by this Policy.

Harassment is a form of discrimination that consists of unwelcome conduct based on a protected characteristic that has the purpose or effect of unreasonably interfering with an individual's work or academic performance or creating an intimidating, hostile or abusive work or academic environment. Such conduct can be spoken, written, visual, and/or physical. This policy covers prohibited harassment based on all protected characteristics other than sex. Sex-based harassment and sexual violence are covered by CUNY's Policy on Sexual Misconduct.

Retaliation is adverse treatment of an individual because he or she made a discrimination complaint, opposed discrimination, or cooperated with an investigation of a discrimination complaint.

II. Discrimination and Retaliation Complaints

The City University of New York is committed to addressing discrimination and retaliation complaints promptly, consistently and fairly.

There shall be a Chief Diversity Officer at every college or unit of the University, who shall be responsible for, among other things, addressing discrimination and retaliation complaints under this Policy. There shall be procedures for making and investigating such complaints, which shall be applicable at each unit of the University.

III. Academic Freedom

This policy shall not be interpreted so as to constitute interference with academic freedom.

IV. Responsibility for Compliance

The President of each college of the University, the CUNY Executive Vice Chancellor and Chief Operating Officer, and the Deans of the Law School, Graduate School of Journalism, School of Public Health and School of Professional Studies and Macaulay Honors College, have ultimate responsibility for overseeing compliance with these policies at their respective units of the University. In addition, each vice president, dean, director, or other person with managerial responsibility, including department chairpersons and executive officers, must promptly consult with the Chief Diversity Officer at his or her college or unit if he or she becomes aware of conduct or allegations of conduct that may violate this policy. All members of the University community are required to cooperate in any investigation of a discrimination or retaliation complaint.

(Board of Trustees Minutes,2012,11-26,5,A. Amended: Board of Trustees Minutes,2014,12-01,4,C)

ARTICLE VI LEGAL

POLICY 6.03 THIS POLICY NUMBER NOT IN USE :

This policy number not in use.

ARTICLE VI LEGAL

POLICY 6.04 FREEDOM OF INFORMATION LAW COMPLIANCE :

Policy 6.04 Freedom of Information Law Compliance

The Office of the General Counsel and Senior Vice Chancellor for Legal Affairs shall, on behalf of the Board of Trustees, issue Procedures for Public Access to Records of The City University of New York Under the Freedom of Information Law, which shall supersede prior University Procedures on access to public records. (BTM,2009,01-26,005,_A)

The Office of the General Counsel and Senior Vice Chancellor for Legal Affairs shall be responsible for updating the Procedures for Public Access to Records of The City University of New York Under the Freedom of Information Law as necessary to comply with law and recommended practice at the University. (BTM,2009,01-26,005,_A)

ARTICLE VI LEGAL

POLICY 6.05 INTELLECTUAL PROPERTY :

THE CITY UNIVERSITY OF NEW YORK

INTELLECTUAL PROPERTY POLICY

I. Purpose

- To serve the public good by promoting and facilitating the dissemination of the products of research, authorship and invention by the University¹ community

[Footnote:] ¹ This and other capitalized terms are defined in Section XIII.

- To recognize and encourage research, authorship and invention by the University community by providing for the sharing of tangible

rewards resulting from the commercialization of such research, authorship and invention

• To define the ownership, distribution and commercialization rights associated with the products of research, authorship and invention by the University community, and to define the policies and procedures for managing such products

II. Applicability

A. This policy shall apply to all forms of Intellectual Property created or developed, in whole or in part, by Members of the University (1) making Substantial Use of University Resources, (2) as a direct result of University duties, (3) pursuant to the terms of an agreement to which the University is a party, or (4) in the course of or related to activities on grants or contracts administered by the Research Foundation on behalf of the University.

B. For the avoidance of doubt, this policy does not apply to Intellectual Property created or developed by the University's undergraduate students, unless a student is a Member of University as defined in Section XIII of this policy. Students who are not Members of the University own their Intellectual Property subject to the applicable copyright, patent and other laws regarding intellectual property. This includes, without limitation, Intellectual Property created in conjunction with University course work and created jointly with faculty members and others.

III. Ownership Of Intellectual Property

A. General Rule:

1. The Creator shall own all rights in Copyrightable Works.

2. The University shall own all rights in all other Intellectual Property.

B. Exceptions and Clarifications to the General Rule:

1. Sponsored Research. Ownership of any Intellectual Property resulting from Sponsored Research shall be determined pursuant to the terms of the agreement between the University or the Research Foundation, as the case may be, and the Sponsor, or as otherwise required by applicable law. If ownership is not defined in the agreement, Intellectual Property shall be owned pursuant to the General Rule.

2. Commissioned Work. The University shall normally own Intellectual Property resulting from Commissioned Work. In all cases of Commissioned Work, ownership and royalty rights shall be specified in a written agreement, a copy of which shall be submitted to the Vice Chancellor for Research and the Office of the General Counsel (OGC) for review and approval as to form. Any such agreement which provides for ownership by other than the University shall also provide the University with a royalty-free, non-exclusive license to use the Intellectual Property for internal educational and research purposes.

3. Copyrightable Work Created Within the Scope of Employment. Copyrightable Work, other than Scholarly or Pedagogical Work, prepared by an employee of the University or the Research Foundation within the scope of his or her employment shall be owned by the University or the Research Foundation, as the case may be. Examples of Copyrightable Work subject to this provision include, without limitation, personnel manuals, written policies, administrative handbooks, public relations materials, archival audio and video recordings of College events, and official College and University web pages.

4. Electronically Published Course Materials. Courses designed to be delivered over the internet, by computer or through similar technologies may involve both Copyrightable Works and other Intellectual Property. Consistent with its intent to recognize the Creator as the owner of Scholarly or Pedagogical works, the University claims no ownership rights in either the intellectual content of such courses, or the tools and technologies used to present them, unless the work was the result of Sponsored Research or is Commissioned Work, in which case B.1 or B.2 of this Part shall apply.

5. Negotiated Agreements. A Member of the University who wishes to conduct work making Substantial Use of University Resources under terms different from those set forth in the General Rule above may enter into an agreement for the use of such resources with the College(s) where such work shall be conducted. Such agreement shall be negotiated by the President(s) of the College(s) with the advice of the OGC, and must be approved by the Vice Chancellor for Research. The agreement shall specify who shall own any Intellectual Property resulting from such work, any arrangement as to equity sharing, royalty-sharing, and/or the amount of the fee, if any, to be paid for use of the University Resources.

6. University Media. Copyrightable Work prepared for publication in official University and College media, such as television and radio stations, newspapers, magazines and journals, shall be owned pursuant to the individual policies of such media or as defined in their contracts with Creators. In the absence of a policy or contract, copyright shall be owned by the University.

C. Creator's Non-Commercial Use. Where the University owns the Intellectual Property under this policy, the Creator is permitted to continue to use the work for his or her own non-commercial purposes. Any distribution by the Creator to academic colleagues outside the University beyond the limits of "fair use", as defined in Section 107 of the Copyright Act of 1976, shall be permitted pursuant to written agreement from the University through the OGC.

IV. Administration of this Policy

A. Authority. Authority and responsibility for administration of this policy resides with the Chancellor through the Vice Chancellor for Research. The Vice Chancellor for Research shall establish and maintain a Technology Commercialization Office (TCO) to take such actions as may be necessary to carry out the purposes of this policy across the University.

B. Campus Liaison. Cooperation between the TCO and the various campuses is essential to efficient administration of this policy. Each campus may designate an individual to serve as a liaison with the TCO to assist in execution of this policy at the campus level.

C. Limitation on College Rules. No rules, practices, procedures, or forms shall be implemented on any campus under this policy except by express prior written authorization of the Vice Chancellor for Research. All research agreements relating to University-owned Intellectual Property, such as material transfer, non-disclosure, confidentiality, option, license, Sponsored Research, or the like, shall be on forms approved by OGC and signed pursuant to OGC policy regarding contract signature authority.

V. Management of Intellectual Property

A. Disclosure of Intellectual Property.

1. Disclosure Required. Creators shall disclose to the Vice Chancellor for Research, through the Director of the TCO, any Intellectual Property that is or may be owned by the University under this policy, including improvements and reductions to practice, whether done alone or in collaboration, with or without Sponsored Research support. Such disclosure shall be made by filing a signed and completed New Technology Disclosure form (available on the TCO website) with the TCO. Where more than one Member of the University has participated in the creation of Intellectual Property, all such participants must sign a copy of the completed New Technology Disclosure form.

2. Timing. Disclosure shall be made prior to submission of the Intellectual Property for publication or other release to the public domain, or attempt to license, distribute or manufacture applications of the Intellectual Property commercially.

3. Review. The TCO shall review and process in a timely manner every New Technology Disclosure form that it receives, provided, however, that action upon an incomplete (including unsigned) submission may be suspended by the Director of the TCO until such time as such incomplete submission is completed by the submitter(s).

B. Determination of Ownership Rights.

1. Determination of Rights. The Vice Chancellor for Research, through the Director of the TCO, shall determine whether the University has

reason to exercise ownership rights over Intellectual Property disclosed to it and, if the University has such rights, whether it desires to obtain protection for or pursue licensing of such Intellectual Property.

2. Notice to Creator. The Director of the TCO shall promptly notify the Creator of any determination to disclaim or assert ownership of the Intellectual Property.

3. Time Limit. The University shall make every reasonable effort to act expeditiously under the circumstances in arriving at all decisions and taking all actions under Sections B, C and D of this Part.2

[Footnote:] 2 For specific time limits following the Creator's request for an assignment of the University's rights in Intellectual Property, see Section V.D.

C. Legal Protection and Commercialization.

1. Forms of Protection. Intellectual Property determined to be owned by the University under this policy may be patented, registered with the U.S. Copyright Office or otherwise legally protected by the University.

2. Assignments. The Creator of University-owned Intellectual Property shall cooperate with the University in the application for legal protection of the Intellectual Property, including executing in a timely manner all assignments, declarations and/or other documents required to effectively set forth such ownership rights to the Intellectual Property pursuant to this policy. In the event of any dispute between the Creator and the University, the Creator's meeting of obligations under this provision shall be without prejudice to the Creator's rights under Part IX.

3. Costs of Protection. All costs involved in obtaining and maintaining legal protection of University-owned Intellectual Property shall be borne by the University, unless the University disclaims, releases or waives its ownership rights or unless a licensee accepted by the Creator agrees to bear such costs pursuant to the terms of a written license agreement.

4. Commercialization. The Creator has shared responsibility with the University for identifying parties having an interest in using, developing or commercializing University-owned Intellectual Property. However, the University retains the right to determine with which parties it will enter into agreements.

5. Progress Reports. The Director of the TCO shall periodically inform the Creator of the progress of the University's protection efforts and licensing of University-owned Intellectual Property disclosed by such Creator.

D. Creator's Additional Rights.

1. Request for Release. The Creator may request assignment to the Creator of some or all of the University's rights in Intellectual Property ("Release") under the following circumstances:

a. if the University notifies Creator that it elects not to protect or commercialize University-owned Intellectual Property, or that it has decided to abandon protection or commercialization; or

b. if, within 90 calendar days of disclosure of University-owned Intellectual Property to the TCO, the Creator has not received notice that the University: (i) disclaims ownership of the Intellectual Property or (ii) has taken steps to protect or commercialize University-owned Intellectual Property.

Such request shall disclose the date of any publication of the Intellectual Property.

2. Release or Proof of Continuing Effort. Within 30 calendar days of the date of a request from a Creator for a Release, the University shall either (a) disclaim ownership of the Intellectual Property, (b) execute a Release, or (c) document that the University has exercised and continues to exercise due diligence in attempting to protect or commercialize the Intellectual Property. However, any such action to be taken shall be subject to any governing Sponsored Research agreement and reporting or other obligations of the University thereunder. Under applicable federal Sponsored Research agreements, where the University is willing to waive its interest, it shall be responsible for expeditiously releasing such Intellectual Property to the sponsoring agency and for reporting of the Creator's interest in obtaining a release therefor from the Sponsor.

3. Form of Release. The University may condition the granting of a Release on the assignment to the University of a share, not to exceed 10%, of net proceeds. For purposes of this section, "net proceeds" shall mean earnings to the Creator from the Intellectual Property over and beyond reasonable costs incurred in the process of legal protection and management. The University shall retain a royalty-free, non-exclusive license to use any Intellectual Property released to the Creator under this Section D for internal educational and research purposes. Pursuant to 37 C.F.R. Part 401, as amended (regulations implementing the Bayh-Dole Act), the U.S. government shall also retain certain rights.

4. University Waiver. The University shall be deemed to have waived its rights in the Intellectual Property if: (a) it fails to meet the deadline specified in Section D.2, or a mutually agreeable extended time period; or (b) in the case of a patentable Invention, it fails to file a patent application within 90 calendar days of the date of disclosure as set forth in the Creator's request for a Release under Section D.1.

5. Creator's Right to Protect. If the University disclaims, releases or waives ownership of Intellectual Property, the Creator shall have the right to obtain protection for or pursue licensing of such Intellectual Property in his or her own name and at his or her own cost.

E. Sponsored Research Requirements. The Research Foundation shall monitor and be responsible for financial and performance reporting requirements and other related obligations to Sponsors regarding University-owned Intellectual Property developed under a Sponsored Research agreement or grant, including but not limited to obligations to the U.S. government under 37 C.F.R. Part 401, as amended (regulations implementing the Bayh-Dole Act). This monitoring activity shall be coordinated with the TCO, which shall monitor disclosures of University-owned Intellectual Property and other non-financial reporting requirements to Sponsors.

F. Management Organization. The University may make an agreement with one or more intellectual property management organizations to undertake the legal protection and/or, with the permission of the Creator, commercialization activities, described in this Part V. Any such management organization shall be required to abide by the time limits set forth in Section V.D.

G. Not Applicable. This Part does not apply to University-owned Intellectual Property described in Sections III.B.2 and III.B.3, or in Section III.B.5 to the extent this Part conflicts with the terms of the negotiated agreement.

VI. Distribution of Income from Intellectual Property

A. Policy. Except as may be otherwise agreed pursuant to this policy, a Creator of University-owned Intellectual Property is entitled to share in the income, including royalties and dividends from University equity interests (subject to any University conflict of interest policy), earned from the commercialization of that Intellectual Property.

B. Distribution. Subject to the terms of any Sponsored Research agreement and unless otherwise agreed by the University and the Creator, gross income created from commercialization of University-owned Intellectual Property shall be distributed as follows:

1. First, to pay for any out-of-pocket expenses incurred by the University or the Research Foundation in connection with the administration, protection and commercialization of such Intellectual Property, including, but not limited to, fees paid to outside legal, consulting, marketing and licensing organizations and any other out-of-pocket costs incurred by the University or the Research Foundation.

2. Then, 10% applied to a fund at the University for payment of costs related to patent filing, prosecution and maintenance fees incurred by the TCO.

3. The resulting "Net Proceeds" shall be distributed as follows:

50 % to the Creator(s);

- 25 % to the University for the support of research and scholarly activity, as administered by the Vice Chancellor for Research; and
- 25 % to the Creator's College(s), with 50% of such amount going to the Creator's academic or research unit(s) for the support of research and scholarly activity.

C. Multiple Creators. Where two or more Members of the University contributed to the creation of Intellectual Property, the Creator's share of revenues shall be divided among them equally, unless the Members of the University agree upon a different distribution among themselves and notify the University in writing of their agreement.

VII. Issues Relating to Ownership of Equity and Conflict of Interest

A. University's Equity Interest. Subject to the review and approval of the Vice Chancellor for Research, and after a diligent effort to identify prospective sponsors or licensees, the University is permitted to take an equity interest in sponsors or licensee companies under the following terms and conditions:

1. Sponsors and licensees shall demonstrate management and technical capability, and have the financial resources necessary to meet their development objectives and their obligations to the University.
2. License agreements shall include measures of performance that must be met in order to maintain the license granted by the University.
3. Equity shall not be held in sufficient amount to confer management power, which generally would limit ownership to less than 20% of equity.
4. Equity shall represent a fair valuation for the Intellectual Property.
5. The University shall not accept a position on the board of directors of a licensee, but may accept and exercise observer rights on such boards. Exceptions to this policy require the approval of the OGC and the Vice Chancellor for Research.
6. Licensees shall pay for out-of-pocket patenting and related expenses.

B. Member's Significant Interest.

1. Conflicts of interest may arise when a Member of the University has a Significant Interest in an entity:

- a. to which the University has granted a license of Intellectual Property created by the Member;
- b. with whom the University has entered into a Sponsored Research agreement;
- c. which has contracted with the University for use of the Member's University office or laboratory or other University Resources; or
- d. which employs or otherwise involves the Member's student advisees.

2. A Member of the University with a Significant Interest in an entity described in B.1, above:

- a. shall disclose the Significant Interest to the University prior to the execution of any agreement between the entity and the University;
- b. shall not represent the University in negotiating the agreement; and
- c. shall not employ or otherwise involve such Member's student advisees at the entity unless they are paid at market rate.

3. A Member's Significant Interest in a licensee shall not prohibit the Member from receiving Creator's royalties pursuant to Section VI.B.3 of this policy. Notwithstanding the foregoing, if the University receives equity from a licensee in lieu of or partial lieu of royalties, a Member who holds a Significant Interest in such licensee shall not share in the University's equity, but shall receive any equity directly from the licensee.

4. Nothing in this Section shall lessen the obligation of a Member to comply with the requirements of state and federal law, the Research Foundation and any other University policy, regarding the disclosure of conflicts of interest.

C. Consulting Agreements. Conflicts involving Intellectual Property may arise when a Member of the University enters into a personal consulting or other agreement with a third party. Such agreements may include provisions as to the licensing or assignment of Intellectual Property and may come into conflict with this policy. Prior to signing any consulting or other agreement that deals with Intellectual Property owned by the University pursuant to this policy, a Member of the University shall have the agreement reviewed by the Vice Chancellor for Research as advised by the OGC to be certain such agreement does not inappropriately assign University rights to third parties. If the agreement is in conflict with this policy, the Member must either obtain from the Vice Chancellor for Research a waiver of any University rights, or otherwise modify the consulting agreement to conform with this policy. This requirement is in addition to, and does not eliminate the necessity for, any approval required by any University conflict of interest policy.

VIII. Exceptions to and Waiver of Policy

A. Any Member of the University is entitled to apply to the General Counsel for an exception or waiver from one or more of the provisions of this policy, including in the event that a publisher or other outside organization proposes terms which are exceptions to this policy. To the extent possible, any application for a waiver should be made prior to public disclosure of the Intellectual Property involved.

B. The written waiver application must state the policy provision or provisions for which the Member of the University is seeking a waiver.

C. The General Counsel shall consult with the Vice Chancellor for Research and the president of the applicant's college (or, if the applicant is a Central Office employee, the Chancellor) or their designees, prior to making a determination regarding the application.

D. Members of the University should be aware that the University cannot waive federal, state or local law, or the terms of Sponsored Research agreements.

E. Parties to the waiver process described in this Part VIII (including without limitation the General Counsel, the Vice Chancellor for Research, and the college presidents) shall maintain the confidentiality of any Intellectual Property contained in documents submitted as part of this process.

IX. Resolution of Disputes

This policy constitutes an understanding which is binding on the University and Members of the University for the use of University Resources and for participating in research programs at the University. Any questions of interpretation or claims arising out of or relating to this policy, or dispute as to ownership rights of Intellectual Property under this policy, shall be settled by the following procedure: The issue must first be submitted, in the form of a letter setting forth the grievance or issue to be resolved, to a review panel of five members, including a representative of the Creator, and designees of the Executive Vice Chancellor for Academic Affairs, the President of the Research Foundation, the Chair of the Faculty Advisory Council of the Research Foundation, and the Provost of the Creator's College. The panel shall review the matter and then advise the parties of its decision within 30 calendar days of submission of the letter. The decision of the panel may be appealed by either side to the Chancellor. The decision of the Chancellor shall be final.

X. Trademarks

The University owns all right, title and interest in Trademarks related to an item of Intellectual Property owned by the University, or to a program of education, service, public relations, research or training program of the University.

XI. Role of the Research Foundation

The University hereby assigns its ownership rights in Inventions resulting from Sponsored Research to the Research Foundation. The Research Foundation may file patent applications, as named assignee, for such Inventions, subject to the terms of this policy, including the distribution provisions set forth in Section VI, with respect to income earned from the commercialization of such Inventions. Furthermore, nothing in this policy shall prevent the Chancellor from appointing the Research Foundation as the Chancellor's designee for performance of

of Intellectual Property.

XII. Effective Date

This policy is effective from the date of approval by the University Board of Trustees with respect to Intellectual Property created after that date and shall remain in effect until modified or revoked.

XIII. Definitions

"Chancellor" shall mean the Chancellor of the University or his or her designee.

"College" shall mean a "senior college" or "community college" of the University or a component thereof, as such terms are defined in Section 6202 of the New York Education Law.

"Commissioned Work" shall mean work commissioned by the University in writing from a Member of the University, outside the scope of his or her employment.

"Copyrightable Work" shall mean an original work of authorship, including any Scholarly or Pedagogical Work, which has been fixed in any tangible medium of expression from which it can be perceived, reproduced, or otherwise communicated, either directly or with the aid of a machine or device, and may include, but is not limited to, books, journals, musical works, dramatic works, multimedia products, computer programs or codes, videos, films, sound recordings, pictorial and graphical works and sculpture.

"Creator" shall mean a Member of the University whose creative activity results in the development of Intellectual Property. As used in this policy, the term "Creator" also includes groups of researchers, authors or inventors whose joint efforts produce Intellectual Property.

"Intellectual Property" shall mean all forms of intellectual property, including but not limited to Inventions, Copyrightable Works, Trade Secrets and Know-How, and Tangible Research Property, but excluding Trademarks.

"Invention" shall mean a process, method, machine, manufacture, discovery, device, plant, composition of matter or other invention that reasonably appears to qualify for protection under the United States patent law, whether or not actually patentable. "Invention" shall also include computer programs and codes, but only to the extent they are patentable.

The term "Member of the University" shall include full-time and part-time faculty, staff, and graduate students engaged in faculty-directed research, whether paid or unpaid, as well as individuals compensated by grant funds made available to the University whether or not by or through the Research Foundation. Any other person who develops Intellectual Property while making extraordinary use of University Resources shall also be deemed a Member of the University, unless there is an agreement providing that such person shall not be subject to this policy.

"OGC" shall mean the Office of the General Counsel and Senior Vice Chancellor for Legal Affairs.

"Research Foundation" shall mean The Research Foundation of the City University of New York.

"Scholarly or Pedagogical Works" shall mean Copyrightable Works created for traditional academic purposes. Examples include scholarly books (including text books), instructional materials including lecture notes, classroom presentations, research articles, research monographs, student theses and dissertations, novels, poems, films, videos, musical compositions and performances, dramatic works and performances, visual works of art including paintings, drawings, sculpture, installations and performance art, and other scholarly publications or works of artistic imagination, whether such works are disseminated in print, electronically or through some other tangible medium.

"Significant Interest" shall mean the following:

- (1) the position of director, officer, partner, employee, or agent, or other managerial position; or
- (2) anything of monetary value, including but not limited to, salary or other payments for services (e.g., consulting fees or honoraria), equity interest (e.g., stock, stock options or other ownership interests), and Intellectual Property rights and royalties from such rights.

The term does not include: (1) income from seminars, lectures or teaching engagements sponsored by public or nonprofit entities; (2) income from service on advisory committees or review panels for public or nonprofit entities; (3) financial interests in business enterprises or entities that, when aggregated for the Member and the Member's spouse and dependent children, meet both of the following tests: (a) do not exceed \$10,000 per year in value, as determined through reference to public prices or other reasonable measures of fair market value and (b) do not represent more than a 5% percent ownership interest in any single enterprise or entity; or (4), salary, royalties or other continuing payments that, when aggregated for the Member and the Member's spouse and dependent children, are not expected to exceed \$10,000 per year in value.

"Sponsor" shall mean an organization, agency or individual which or who provides funding, equipment, or other support for the University, directly or through the Research Foundation, to carry out a specified project in research, training, or public service pursuant to a written agreement ("Sponsored Research"). Sponsors include Federal, State, local and other governmental entities, as well as private industry, individuals, educational institutions and private foundations.

"Substantial Use of University Resources" shall mean unreimbursed use of University Resources at a level not ordinarily used by or available to, all or virtually all, faculty, staff or graduate students, as the case may be. Ordinarily available University Resources include assigned office, laboratory and studio space and standard office, laboratory and studio equipment, office computer workstations, library and other general use information resources and the means of network access to such resources. The University does not construe the payment of salary in the form of release time or sabbatical as constituting substantial use of University Resources, except in those situations where the release time or sabbatical is granted specifically to support the development of Commissioned Work. Use of ordinarily available University Resources for private, commercial purposes is considered substantial use.

"Tangible Research Property" shall mean tangible items produced in the course of research including, but not limited to, biological materials, research notes and reports, laboratory notebooks, computer databases and software, circuit chips, equipment and engineering drawings.

"TCO" shall mean the Technology Commercialization Office.

"Trade Secrets and Know-How" shall mean facts, information, data, designs, business plans, customer lists and other secret knowledge which give the owner a competitive edge.

"Trademark" shall mean a distinctive word, design or graphic symbol, or combination of the same, that distinguishes and identifies the goods and services of one party from those of another. The term "Trademark" shall include service marks.

"University" shall mean The City University of New York.

"University Resources" shall mean any resources available to a Member of the University as a direct result of his or her affiliation with the University and which would not otherwise be available to a non-University- affiliated individual, including but not limited to, funds and financial support, facilities, equipment, supplies, services, non-faculty University personnel, students, release time and sabbaticals.

(Board of Trustees Minutes,2002,11-18,5,B. Amended: Board of Trustees Minutes,2008,12-08,4; Board of Trustees Minutes,2013,11-25,4,A)

ARTICLE VI LEGAL

POLICY 6.06 MAINTENANCE OF PUBLIC ORDER :

The tradition of the University as a sanctuary of academic freedom and center of informed discussion is an honored one, to be guarded vigilantly. The basic significance of that sanctuary lies in the protection of intellectual freedom: the rights of professors to teach, of scholars to engage in the advancement of knowledge, of students to learn and to express their views, free from external pressures or interference. These freedoms can flourish only in an atmosphere of mutual respect, civility, and trust among teachers and students, only when members of the University community are willing to accept self-restraint and reciprocity as the condition upon which they share in its intellectual autonomy.

Academic freedom and the sanctuary of the University campus extend to all who share these aims and responsibilities. They cannot be invoked by those who would subordinate intellectual freedom to political ends, or who violate the norms of conduct established to protect that freedom. Against such offenders the University has the right, and indeed the obligation, to defend itself. We accordingly announce the following rules and regulations to be in effect at each of our colleges which are to be administered in accordance with the requirements of due process as provided in the Bylaws of the Board of Higher Education.

With respect to enforcement of these rules and regulations we note that the Bylaws of the Board of Higher Education provide that:

“SECTION 11.4.THE PRESIDENT.

A. Position Definition:

The president, with respect to his/her educational unit, shall:

a. Have the affirmative responsibility of conserving and enhancing the educational standards and general academic excellence of the college under his/her jurisdiction. Such responsibility shall include but not be limited to the duty to recommend to the chancellor for appointment, promotion, and the granting of tenure only those persons who he/she is reasonably certain will contribute to the improvement of academic excellence at the college. These recommendations shall be consistent with the immediate and long range objectives of the college.

c. Be an advisor and executive agent of the chancellor and have the immediate supervision with full discretionary power to carry into effect the bylaws, resolutions, and policies of the board, the lawful resolutions of any board committees, and policies, programs, and lawful resolutions of the several faculties and students where appropriate.

d. Exercise general superintendence over the facilities, concerns, officers, employees, and students of his/her college; in consultation with the chancellor, prepare and implement the college master plan, which shall be subject to the approval of the chancellor and the board.”

1. RULES

1. A member of the academic community shall not intentionally obstruct and/or forcibly prevent others from the exercise of their rights. Nor shall he interfere with the institution's educational processes or facilities, or the rights of those who wish to avail themselves of any of the institution's instructional, personal, administrative, recreational, and community services.

2. Individuals are liable for failure to comply with lawful directions issued by representatives of the University/college when they are acting in their official capacities. Members of the academic community are required to show their identifications cards when requested to do so by an official of the college.

3. Unauthorized occupancy of University/college facilities or blocking access to or from such areas is prohibited.

Permission from appropriate college authorities must be obtained for removal, relocation, and use of University/college equipment and/or supplies.

4. Theft from, or damage to University/college premises or property, or theft of or damage to property of any person on University/college premises is prohibited.

5. Each member of the academic community or an invited guest has the right to advocate his position without having to fear abuse, physical, verbal, or otherwise, from others supporting conflicting points of view. Members of the academic community and other persons on the college grounds shall not use language or take actions reasonably likely to provoke or encourage physical violence by demonstrators, those demonstrated against, or spectators.

6. Action may be taken against any and all persons who have no legitimate reason for their presence on any campus within the University/college, or whose presence on any such campus obstructs and/or forcibly prevents others from the exercise of the rights or interferes with the institution's educational processes or facilities, or the rights of those who wish to avail themselves of any of the institution's instructional, personal, administrative, recreational, and community services.

7. Disorderly or indecent conduct on University/college-owned or controlled property is prohibited.

8. No individual shall have in his possession a rifle, shotgun, or firearm or knowingly have in his possession any other dangerous instruments or material that can be used to inflict bodily harm on an individual or damage upon a building or the grounds of the University/college without the written authorization of such educational institution. Nor shall any individual have in his possession any other instrument or material which can be used and is intended to inflict bodily harm on any individual or damage upon a building or the grounds of the University/college.

9. Any action or situation which recklessly or intentionally endangers mental or physical health or involves the forced consumption of liquor or drugs for the purpose of initiation into or affiliation with any organization is prohibited.

10. The unlawful manufacture, distribution, dispensation, possession, or use of illegal drugs or other controlled substances by University students or employees on University/college premises, or as part of any University/college activities is prohibited. Employees of the University must also notify the College Personnel Director of any criminal drug statute conviction for a violation occurring in the workplace not later than five (5) days after such conviction.

11. The unlawful possession, use, or distribution of alcohol by students or employees on University/college premises or as part of any University/college activities is prohibited.

2. PENALTIES

1. Any student engaging in any manner in conduct prohibited under substantive Rules 1-11 shall be subject to the following range of sanctions as hereafter defined in the attached Appendix: admonition, warning, censure, disciplinary probation, restitution, suspension, expulsions, ejection, and/or arrest by the civil authorities.

2. Any tenured or non-tenured faculty member, or other member of the instructional staff, or member of the classified staff engaging in any manner in conduct prohibited under substantive Rules 1-11 shall be subject to the following range of penalties: warning, censure, restitution, fine not exceeding those permitted by law or by the Bylaws of The City University of New York or suspension with/without pay pending a hearing before an appropriate college authority, dismissal after a hearing, ejection, and/or arrest by the civil authorities, and, for engaging in any manner in conduct prohibited under substantive rule 10, may, in the alternative, be required to participate satisfactorily in an appropriately licensed drug treatment or rehabilitation program. A tenured or non-tenured faculty member, or other member of the instructional staff, or member of the classified staff charged with engaging in any manner in conduct prohibited under substantive Rules 1-11 shall be entitled to be treated in accordance with applicable provisions of the Education Law, or the Civil Service Law, or the applicable collective bargaining agreement, or the Bylaws or written policies of The City University of New York.

3. Any visitor, licensee, invitee, engaging in any manner in any manner prohibited under substantive Rules 1-11 shall be subject to ejection, and/or arrest by the civil authorities.

4. Any organization which authorized the conduct prohibited under substantive rules 1-11 shall have its permission to operate on campus rescinded.

Penalties 1-4 shall be in addition to any other penalty provided by law or The City University Trustees.

APPENDIX

SANCTIONS DEFINED:

A. Admonition.

An oral statement to the offender that he has violated university rules.

B. Warning

Notice to the offender, orally or in writing, that continuation or repetition of the wrongful conduct, within a period of time stated in the warning, may cause far more severe disciplinary action.

C. Censure.

Written reprimand for violation of specified regulation, including the possibility of more severe disciplinary sanction in the event of conviction for the violation of any University regulation within a period stated in the letter of reprimand.

D. Disciplinary Probation.

Exclusion from participation in privileges or extracurricular University activities as set forth in the notice of disciplinary probation for a specified period of time.

E. Restitution.

Reimbursement for damage to or misappropriation of property. Reimbursement may take the form of appropriate service to repair or otherwise compensate for damages.

F. Suspension.

Exclusion from classes and other privileges or activities as set forth in the notice of suspension for a definite period of time.

G. Expulsion.

Termination of student status for an indefinite period. The conditions of readmission, if any is permitted, shall be stated in the order of expulsion.

H. Complaint to Civil Authorities.

I. Ejection.

(Board of Trustees Minutes,1969,06-23,3,B. Amended: Board of Trustees Minutes,1980,10-27,7,A; Board of Trustees Minutes,1989,05-22,8,D; Board of Trustees Minutes,1990,06-25,6,C)

(Quoted Section of Bylaws Amended: Board of Trustees Minutes,1971,03-21,1,a; Board of Trustees Minutes,1999,10-24,9,A)

ARTICLE VI LEGAL

POLICY 6.061 MAINTENANCE OF PUBLIC ORDER – STUDENT DISCIPLINARY PROCEDURES :

STATEMENT BY THE BOARD OF HIGHER EDUCATION
ON THE MAINTENANCE OF CAMPUS ORDER
(AMENDMENT TO THE INTERIM STATEMENT OF THE
EXECUTIVE COMMITTEE DATED AUGUST 13, 1970)

In adopting the "student due process bylaws" (Article XV) it was the intention of this Board to provide the means to enable the administration, faculty, and students of each college of the University to administer a system of student conduct and discipline designed to maintain campus order and protect the rights of members of the college community.

The legislation creating the Board of Higher Education granted to the Board the power and the responsibility to govern and administer the college system under its jurisdiction and to prescribe the conditions of student admission, attendance and discharge. Accordingly, the Board, mindful of this responsibility provided in the Bylaws (Section 15.6) that "The board reserves full power to dismiss or suspend a student, or suspend a student organization for conduct which impedes, obstructs, or interferes with the orderly and continuous administration and operation of any college, school, or unit of the university in the use of its facilities or in the achievement of its purposes as an educational institution."

The Board believes that in situations involving the enforcement of its Rules and Regulations for the maintenance of Public Order pursuant to Article 129A of the Education Law (popularly known as the "Henderson Rules"), the procedures outlined in Article XV will be inadequate to the protection of individual rights and the maintenance of order at a particular campus and that in such cases the Board has the responsibility to exercise the powers reserved in Section 15.6.

Accordingly, the Board now serves notice that it will exercise its powers under Section 15.6 when the Chancellor determines, on his own motion or when a President so certifies to the Chancellor, that a violation of the Henderson Rules exists, and that such violation constitutes conduct which impedes, obstructs, or interferes with the orderly and continuous administration of a unit of the University in the use of its facilities or in the achievement of its purposes as an educational institution and requests the Chancellor to constitute a hearing panel as hereinafter described. In such cases the Board will invoke the following procedures:

1. Written charges signed by the President, the Acting President or a full dean shall be personally delivered or sent to the student at the address appearing on the records of the college by registered or certified mail. The charges shall contain a complete and itemized statement of the charges being brought against the student including the rule which he is charged with violating and the possible penalties for such violation.
2. Along with the charges, there shall be served upon the student involved a written direction to appear at a time and place to be designated by the Chairman of the hearing panel for a hearing upon such charges and statement of the students rights in the proceeding and possible consequence. The student shall be notified that anything he may say at the hearing may be used against him at a non-university hearing, that he may remain silent at the hearing without assumption of guilt, and that he has a right to have legal counsel and witnesses participate at the hearing.
3. The student shall be notified of the time, place and date of the hearing at least five school days prior thereto unless the student consents to an earlier hearing. The notice may be personally delivered or sent to the student by first class mail to the address appearing on the college records. In the event the student has been temporarily suspended by the President or a full Dean the hearing shall be scheduled for a date not later than seven school days after the effective date of the suspension.
4. At the hearing the proof in support of the charges will be adduced and the student, with such advisor as he deems appropriate, shall have the opportunity to controvert the charges or to make such explanation as he deems appropriate. Both sides may introduce evidence and cross-examine witnesses. In the event the student does not appear the hearing nevertheless shall proceed.
5. A record of each such hearing by some means such as a stenographic transcript, a tape recording or the equivalent shall be made. The

student involved is entitled upon request to a copy of such a transcript without cost.

6. The hearing shall be public or private as the hearing panel as hereinafter provided shall determine, except that the hearing shall be private if the student so requests.

7. As soon after the conclusion of the hearing as may be practical the hearing panel shall make a decision and shall communicate it to the President and to each student involved. The decision shall be that the charges or any of them are sustained or dismissed. If the charges or any of them are sustained, the hearing panel shall state the penalty therefor. The penalty may consist of censure, disciplinary probation, restitution, suspension for a period of time or expulsion. The decision of the hearing panel shall be final except that a suspension for a year or longer or expulsion shall be appealable to a committee designated by the Board. Any appeal under this section shall be made in writing within fifteen days after the delivery of the hearing panel's decision. This requirement may be waived in a particular case for good cause by the Board Committee.

8. The hearing panel shall consist of such persons as the Chancellor may designate. One such person shall be designated by the Chancellor as the presiding officer. One person shall be a student selected from a roster submitted by the University Student Senate, but such student shall not be from the college attended by the student under charges. One person shall be a member of the permanent instructional staff selected from a roster submitted by the University Faculty Senate, but such faculty member shall not be from the college attended by the student under charges. In the event that no roster has been submitted by the University Student Senate or by the University Faculty Senate, or in the event that no person on one or the other of such rosters is available or willing to serve in a particular case, the Chancellor shall designate a student or a member of the permanent instructional staff, as the case may be, to serve on the hearing panel. The presiding officer shall be in charge of the hearing and shall make such rulings in the course of the hearing as he deems appropriate for a fair hearing. The presiding officer shall be empowered to proceed in the absence of the faculty member or student member, or both.

9. A request by the President that a hearing panel be constituted under the provisions of this statement shall not affect the power of a president or full dean temporarily to suspend a student or temporarily suspend the privileges of a student organization as provided in Section 15.6 of the bylaws.

10. In the event that a student is suspended or expelled under these procedures or the procedures of Section 15.3 of the bylaws and the suspension or expulsion is subsequently vacated on appeal or by the courts, the college will provide at no cost to the student the academic services lost as a result and will delete the suspension or expulsion from the student's academic record.

(Board of Trustees Minutes,1970,11-23,13)

(Quoted Section of Bylaws Amended: Board of Trustees Minutes,1992,02-24,6,B)

ARTICLE VI LEGAL

POLICY 6.07 RECORDS RETENTION AND DISPOSITION :

Policy 6.07 Records Retention and Disposition

The General Counsel and Vice Chancellor for Legal Affairs, after consultation with the Office of University Management Consulting, shall prepare and distribute uniform Records Retention and Disposition Regulations, specifying minimum retention periods, which are to be followed by all of the colleges and units of the University. (BTM,1990,02-26,005,_B)

ARTICLE VI LEGAL

POLICY 6.08 THIS POLICY NUMBER NOT IN USE :

This policy number not in use.

ARTICLE VI LEGAL

POLICY 6.09 VIOLENCE PREVENTION :

Policy 6.09 Violence Prevention

1 Policy Statement

[Footnote:] This document supersedes and replaces The City University of New York Campus and Workplace Violence Prevention Policy approved by The City University of New York Board of Trustees on February 28, 2011. (BTM,2011,09-26,005,_H)

The City University of New York (the "University" or "CUNY") is committed to the prevention of workplace violence and will respond promptly to any threats and/or acts of violence. For purposes of this Policy, Workplace Violence is defined as any physical assault or acts of aggressive behavior occurring where an employee performs any work-related duty in the course of his or her employment, including but not limited to (BTM,2011,09-26,005,_H):

- (i) An attempt or threat, whether verbal or physical, to inflict physical injury upon an employee;
- (ii) Any intentional display of force that would give an employee reason to fear or expect bodily harm;
- (iii) Intentional and wrongful physical contact with an employee without his or her consent that entails some injury; and
- (iv) Stalking an employee in a manner that may cause the employee to fear for his or her physical safety and health when such stalking has arisen through and in the course of employment.

Workplace Violence presents a serious occupational safety hazard to CUNY and its employees. The University will respond promptly to threats and/or acts of violence. All employees are responsible for helping to create an environment of mutual respect and for assisting in maintaining a safe and secure work environment and will participate in the annual Workplace Violence Prevention Training Program.

Individuals who violate this Policy may be removed from University property and are subject to disciplinary and/or personnel action up to and including termination, consistent with University policies, rules and collective bargaining agreements, and/or referral to law enforcement authorities for criminal prosecution. (BTM,2011,09-26,005,_H)

Incidents involving Workplace Violence will be given the serious attention they deserve. Employees are responsible for reporting any incidents of Workplace Violence of which they become aware. The procedure for reporting incidents of suspected or alleged Workplace Violence can be found in the campus specific Workplace Violence Prevention Programs at Paragraph 7. The procedure for reporting complaints of a potential violation of the CUNY Workplace Violence Prevention Policy and Programs can be found in the campus specific Workplace Violence Prevention Programs at Paragraph 9. (BTM,2011,09-26,005,_H)

[Footnote:] Complaints of sexual harassment are covered under the University's Policy Against Sexual Harassment. (BTM,2011,09-26,005,_H)

The University, at the request of an employee or student, or at its own discretion, may prohibit members of the public, including family members, from seeing an employee or student on University property unless necessary to transact University-related business. This policy particularly applies when an employee or student anticipates that an act of violence may result from an encounter with said individual(s). (BTM,2011,09-26,005,_H)

[Footnote:] Students are not directly covered by this Policy, but they should contact the Department of Public Safety to report concerns about workplace violence. (BTM,2011,09-26,005,_H)

Employee participation in the implementation of this Policy will be through their authorized employee representatives, who will be invited to participate in (BTM,2011,09-26,005,_H):

(1) scheduled physical risk assessment site evaluation(s) to determine the presence of risk factors which may place employees at risk of workplace violence; (2) the development and annual review of a Workplace Violence Prevention Program promulgated by each College for the implementation of the Policy; (3) the annual review of the Campus Workplace Violence Incidents Report prepared annually by each College; and (4) as appropriate, following a serious incident of Workplace Violence. (BTM,2011,09-26,005,_H)

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