Internet Services and User-Generated Content Policy

Touro recognizes that emerging Internet-based services offer both potential organizational opportunity and risk and, as such, requires use of these services in ways that improve the commitment to our community of students, faculty and staff. These Internet services encompass a broad spectrum of online activity. For the purposes of this document, "Internet-based services" is defined as those that allow for user-generated content. These would include, but not be limited to: "wikis," "blogs" (for which you write entries or comments); "live"-blogging tools such as "Twitter"; social networks such as "Facebook" and "MySpace"; professional networks such as "LinkedIn"; streaming media such as "YouTube"; discussion forums such as "listservs"; instant messaging; and social bookmarking tools such as "Digg." Internet-based services extend to services that are not owned, operated, or controlled by Touro, as well as those that we do control, such as our websites and our Web portal and any networking sites paid to host a presence on Touro's behalf.

As an educational institution, we recognize that these Internet-based services can support your academic and professional endeavors but we are also aware that if not used properly they can be damaging. Both in professional and institutional roles, students, faculty and staff should follow the same behavioral standards online as they should offline, and, are responsible for anything they post to a social media site regardless of whether the site is private (such as a portal open to only the Touro community) or public site. The same laws, professional expectations, and guidelines for interacting with students, parents, alumni, donors, media and other college agents apply online as apply offline.

Recognizing the benefits and risks associated with using these services, we have developed a policy to provide guidance to students, faculty and staff of Touro. This policy does not replace other policies or guidelines of Touro; it is in addition to specific policies such as the Information Security Policy, Code of Conduct, or the Acceptable Use Policy. This Policy will be reviewed periodically and will be updated, as necessary. You are responsible for keeping current on any changes to this or any other Touro policy and acting accordingly.

SECTION I: POLICIES FOR ALL INTERNET-BASED SERVICES, INCLUDING SOCIAL MEDIA SITES

1. **Protect restricted, confidential and proprietary information:** You may not post restricted, confidential, or proprietary information about Touro, students, faculty, staff or alumni to any site. Faculty and staff are required to follow the requirements of the Family Education Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology Economic and Clinical Health Recovery (HITECH) Act, and to adhere to all Touro policies associated with privacy and confidentiality.

2. **Respect copyright and fair use:** Touro will always endeavor to respect the copyright and intellectual property rights of others and of the Institution. For guidance on these policies and questions on permissible use or copyrighted material please contact your local Library group at Touro.

3. **Touro logos may not be used for endorsements:** You may not use "Touro College," "Touro University" or any other Touro logo or iconography on personal social media sites unless permission is granted by the Touro "Legal Department" and the posting is made in conformity with Touro logo usage policy which is incorporated here by reference. You may not use Touro's name or any Touro logo to promote a product, cause or political party or candidate.

4. **Respect property:** Touro computers and use of Touro IT resources are reserved for Touro-related business as approved by supervisors and in accordance with the Acceptable Use Policy, incorporated herein by reference.

5. **Monitoring:** Know that Touro can track Internet usage, as well as review the content of the usage. This review may be used to determine the efficacy and legality of usage by Touro employees. We are particularly concerned with anything that may compromise network security or restricted or confidential information, such as student records.

6. **Terms of service:** Adhere to the Terms of Service of any and all social media and Internet services used. Remember that any services hosted and contracted for on Touro's behalf are required to abide by Touro policies and practices, as well.

7. **Consequences for infractions:** If you work for or represent Touro, we trust you to be responsible with your work time. Please note that violations of this policy, like any other Touro Policy, are governed by the Touro Code of Conduct Policy. Any disregard of Touro policies that are impacted in any way by this policy shall be considered violations and may be grounds for discipline, including termination of employment.

SECTION II: PRACTICES FOR ALL INTERNET-BASED SERVICES INCLUDING SOCIAL MEDIA

1. **Posting, interacting and managing online services on behalf of Touro:**
   a. Our most valuable commodities are the Touro name and reputation. Only designated people directly representing Touro are authorized to post and interact online on behalf of Touro, to reduce risk and ensure our message is consistent and that we're not duplicating effort or information. Touro retains ownership of any online content posted on its behalf, thus it is always important to obtain permission to speak or write on behalf of Touro; when in doubt ask your supervisor, Program Director and/or Communications Director.

   b. Regardless of whether you are managing a presence (e.g., portal page, Facebook, etc.) on Touro's behalf or have contracted this service out on Touro's behalf, you are required to adhere to all of Touro's policies and practices. When managing the site, consider the following:
      i. Have a plan. Departments should consider their messages, audiences, and goals, as well as a strategy for keeping information on social media sites accurate and up to date.
      ii. Departments that have or wish to have a social media presence should contact their local communications director or Web Services to discuss logistics and planning, and provide the proposed written plan (a form to guide you thru this process is included as Appendix A) to the Office of the Chief Information Security Officer (CISO), who will have final review to ensure that all required parties have reviewed the site and approved program content. All department sites should designate a point of contact that is responsible for content and ensuring compliance with Touro policies. Administering a social media site on behalf of any Touro program requires the Dean, or his/her designee of the relevant program to make the

commitment to managing the "presence" (for example, on Facebook, this means that if the Dean chooses to create a "page," the "page" must routinely be reviewed and any issues arising from posting addressed on a regular basis); and, requires the program to submit appropriate documentation that contains the site name of where the posting will appear (e.g., Facebook, LinkedIn, etc.), the name of the Dean and the person charged with managing the site for the program (a form to guide you thru this process is included as Appendix A).

iii. For any newsworthy photos, permission to post may not be required. Absent newsworthiness, any photos or videos posted require a signed permission form (it.touro.edu/pdf/forms/mediarelease.pdf) to be on file as per Touro policy. Each Program must maintain all appropriate authorization forms that allow media to be posted, if used on any site that they manage.

iv. **Include Disclaimers**: Disclaimers with Touro legal-approved language must be prominently displayed on any Web page not maintained by Touro's Web Services group or contracted out on Touro's behalf. The disclaimer may be modified from time to time and it's current version is annexed hereto as Appendix B.

v. **Removal of post:** Posted material that is not in line with Touro policies, Touro published program content or is in disregard of Touro's code of conduct or mission should not be posted and is subject to a request for removal and approval of the site can be withdrawn.

c. If you are authorized to go on line on behalf of Touro, at any and all times:

i. **Identify yourself**: Disclose your name and your affiliation with Touro and include contact information when possible, unless it is clear you are acting on behalf of Touro as an overall institution or as the "Touro" entity itself. In such cases, provide contact information for your institution (primary office phone number and Web address, at a minimum).

ii. N**ever post restricted, confidential or proprietary information:** Refer to Touro's Information Security Policy and ask your supervisor, Program Director and/or Communications Director and the Chief Information Security Officer (CISO) if you are not sure what is restricted, confidential or proprietary.

iii. **Attribute what you post:** When providing information that can be sourced, provide appropriate attribution and permissions, letting others know where you obtained your information. Be especially mindful of copyright, trademark and other intellectual property rights.

iv. To foster the smooth administration of the public relations function and ensure that Touro is in compliance with copyright laws, all members of the Touro community, when circulating or posting media coverage of or about Touro or its community members, must **utilize an electronic link to the coverage**. By 'link' we mean a link to a news article on a media outlet's website that opens up to the coverage when one clicks on it.

If such a **link is not available** and you still desire to post the item, then you must receive express written permission from the media outlet to post or circulate the coverage in another manner.

(In other words, if you see a story published in the hard copy of a newspaper, and you would like to circulate or post it, check to see if it is available online and copy the link from your browser to circulate it. If a link is not available, you must obtain written permission to distribute the story internally or externally. **You may not circulate or post PDFs, or copy a**

story into another document or Web page and circulate it or post it on a Touro website without written permission from the media outlet.)

Note that compliance applies to media coverage authored by non-Touro community members. For op-eds, columns, and other editorial copy including advertising and 'advertorials' authored or co-authored by Touro community members, other rules may apply. Please call the Office of Communications or the Office of the General Counsel for questions on these issues or other permissions questions.

v. **Be helpful and professional:** Understand that your supervisor and others may monitor your online activity to be sure it doesn't interfere with other duties or reflect poorly on Touro or anything we do. You must respect Touro Policies on Information Technology, Information Security and Acceptable Use, in addition to your Staff and Faculty Administration Handbooks.

vi. If a staff member is offered **payment to produce a blog for a third party this could constitute a conflict of interest** and must be discussed with employee's immediate supervisor and manager and program director, as well as Human Resources where appropriate.

d. If any staff member is contacted by the media about posts on their blog that relate to Touro they should **speak to their immediate supervisor and manager before responding and also prior to responding contact and consult with** the Director of Communications.

e. **Control of Content**
Touro reserves the right to control and remove any content issued on its behalf, whether the employee/agent had authorization to post on Touro's behalf, or not. Touro will work with you to remove content in a way that respects your privacy whenever possible.

SECTION III: PERSONAL SOCIAL MEDIA

Touro understands and respects that most of us participate in a variety of online activities as individuals. Sometimes these efforts are good for professional development and in that way are assets to Touro. Sometimes, however, individual actions online are purely for the sake of connecting with family or friends, entertainment or distraction. These uses are not beneficial to Touro, but sometimes the lines between these types of interaction blur.

1. Examples of **good personal social media** that are an asset to Touro:
   a. Suggesting someone contact another Touro employee or program for more information on a relevant topic.
   b. Illustrating connections between Touro and partner organizations (provided the partner organization approves of such publicizing) and directing others to contact information for either/both.
   c. Connecting with others in the education community, using your real identity, on LinkedIn, Twitter, Facebook, our own Web portal or other social networks.
2. Examples of unacceptable **personal social media**:
   a. Speaking on behalf of Touro when not specifically authorized to do so.
   b. Revealing restricted or confidential information about Touro.
   c. Trying to "friend" students, clients, or others on social networks who may not be interested in communicating online (e.g., students may prefer not to communicate with their teachers).

Using your real or a fake identity to engage in any illegal or unethical activity, including but not limited to file sharing, harassing, stalking, defamation, plagiarism, etc.

3. **During work hours**
   a. Generally, personal use of social media during work hours should be limited so as not to interfere with work tasks and functions. Think of using time at work for social media as you would use time at work for personal phone calls or emails.
   b. Staff members are not allowed to update their personal blog from a Touro computer at work if it interferes with their job responsibilities.

4. **Furthering Touro's mission or work**
   Unless you are authorized to speak on behalf of Touro, be careful how you participate online in areas relating to Touro's mission and services. Ask before you post anything that may be construed as the official view or statement of Touro. See Section II.1 for requirements for posting on behalf of Touro.

5. **Ancillary to Touro's mission or work (individual professional development)**
   Employees are encouraged to participate in social networks for professional development. Ask your colleagues for suggestions on who to follow or what blogs to read to keep up on industry topics and people of interest. Remember to:
   a. Use your real identity and say how you are affiliated with Touro, unless you choose not to for personal or client safety reasons. In such cases, create an alternate Touro identity, approved by your supervisor, so others know you are affiliated with Touro.
   b. Indicate that you are writing on your own behalf, not Touro's. Write in the first person.

6. **As a Touro employee/agent**
   a. Any time you can be identified as a Touro employee or agent, you should disclose your connection to Touro and indicate you are writing on your own behalf, not Touro's. If your employer is listed as Touro in your Facebook profile, realize that what you post there may reflect on Touro as an organization. The same applies to your LinkedIn profile or anywhere that your Touro affiliation is indicated.
   b. Remember we live and work in relatively small (online and offline) communities. Even if you are not directly self-identified as a Touro employee/agent, people may know you work or volunteer for Touro. Anything you say or do online under your real name can reflect on Touro. Please be mindful of this fact and act responsibly during all of your online activity.
   c. Use your personal email address and other contact information for non-Touro correspondence and participation.

7. **Posting anonymously or with a pseudonym**
   Posting under a fake name or identity is discouraged, unless you believe it to be necessary for privacy or security reasons. Instead, try adjusting your privacy settings on social network sites to limit visibility. If you do create a pseudonym, it is good practice to keep it consistent across networks/platforms, so you can be accountable for that activity. As noted above, creating or using a fake identity for the purpose of illegal or unethical activity is explicitly prohibited at Touro and is in violation of the Touro Information Security Policy.

8. **Identifiable as a Touro employee/agent**

a. Touro is not interested in monitoring or censoring what you do on your own time. But it's important to remember that some online actions can affect your employment or service with Touro even if they are done on your own time and equipment.
b. **If you mention Touro, disclaimers** should be visible on all blogs, something like "these are my personal views and not those of Touro."
c. Staff members are free to talk about non-confidential Touro programs and content on their blogs, but if there is any doubt, staff members should **consult their immediate supervisors and managers for clarification** of what may and may not be posted. Supervisors and managers should coordinate through their Office of Communications if there is any question whether the content is an appropriate representation of Touro.
d. **Personal blogs and websites** should not reveal confidential information about Touro. If in doubt about what might be confidential, staff members should consult their immediate supervisors and managers for clarification.
d. Personal blogs and websites should not be used to attack or abuse colleagues. Staff members should respect the privacy and the feelings of others. Remember also that if you break the law on a blog (for example, by posting something defamatory), you will be personally responsible.
e. If a staff member thinks something on their blog or website gives rise to concerns about a conflict of interest, and in particular concerns impartiality or confidentiality, this must be discussed with their immediate supervisor and manager. An Incident Report Form must be filed.

9. **Anonymous or with a pseudonym**
   If you post anonymously or use a pseudonym that does not connect you to your real identity or affiliation with Touro, remember that you are still responsible for abiding by Touro policies associated with your online activity and you should always be respectful of Touro and its clients, vendors, partners and competitors.

SECTION IV: EMPLOYEE DISCIPLINE

Any disregard of Touro policies that are impacted in any way by this policy shall be considered violations and may be grounds for discipline, including termination of employment. Violations of this policy like any other Touro Policy are governed by the Touro Code of Conduct Policy.

APPENDIX A
User Generated Internet Content Registration Form

1. The requestor\undersigned agrees to register a plan that has been approved by the program Dean with the CISO that includes the following:
   • The name of the site where the information is posted (e.g., Facebook, MySpace, etc.):
   • The name of the page:
   • The name of the school/program:
   • The name of the administrator of the page:
   • The name of the Dean responsible for the school/program & page:

2. The requestor must specify the purpose, frequency of updates and type of page:
   • Purpose (brief description):
      • Frequency of updates (daily, weekly, monthly, on demand):
   • Is the page interactive (can users post to it)?
   • Name and contact information (including phone number) of the person designated as monitor of the content:

3. The requestor\undersigned understands that they bear full responsibility for creating and maintaining the presence/page and any actions arising out of use of the site as if it were their own and any malicious action(s), illegal action(s), Touro Code of Conduct policy violations or other Touro policy violations will and can be traced back to the owner of the site (the undersigned).

4. The Program Dean and the requestor understand that they will not post or display in any manner any restricted or confidential information on the service\site. All "official" Touro program documents are only maintained on the Touro.edu website and must be referred ("linked") to, as appropriate.

5. The requestor\undersigned understands that they must report any data breaches to the CISO using the Incident Form on the Touro website immediately as not to delay any reporting or follow up responsibilities.

6. The requestor\undersigned recognizes that they are responsible for making sure that any photos that they post have appropriate permission.

7. The requestor agrees to respond to any reviews carried out to verify the continued need for the site and must inform their Dean formally while copying the CISO of any sites that are no longer required.

To protect Touro, we require a disclaimer to be posted as defined in the policy and a copy of the site with disclaimer be filed with this form with the CISO.

The requestor\undersigned assumes responsibility for execution of the plan and understands and agrees to the Internet Services Policy terms and conditions as defined.

Program Name: _____	Location: _____
Print Name: _____	Date: _____
Signature: _____	Employee ID: _____
Program Dean:	Program Dean's Signature/Employee ID:

Disclaimer: Owner and Touro make no warranties, either expressed or implied; concerning the accuracy, completeness, reliability, or suitability of the information contained on this website or any other website to which this site is linked (hypertext links on this website allow you to leave this website and enter websites not under the control of Touro or Owner), and expressly disclaim liability for errors and omissions in the contents of this website, links, or linked websites. Your use and/or viewing of this website is acceptance of the terms of this Disclaimer.

Unsolicited Ideas and Concepts and Claims Resulting from Use of this Website

Any information provided to Owner in connection with this website shall be provided on a non-confidential basis. User shall not submit licensed material or material owned by another; Owner shall be free to use the information on an unrestricted basis and such information will become the exclusive property of Owner to be used by it as it deems appropriate without compensation of any kind to any other party.

Indemnification and Venue of Disputes

As a condition of use of this website, you agree to indemnify Owner and Touro from any and all liabilities from your use of this website. By accessing and/or using this website, the Internet user agrees that any dispute, claim or controversy arising out of or related to this website or its contents shall be resolved exclusively through final and binding expedited arbitration conducted by the American Arbitration Association ("AAA") by one arbitrator who shall be an attorney, in New York, New York, in accordance with the AAA Commercial Arbitration Rules then in effect. Unless otherwise required by law, each party shall bear his/her or its costs of arbitration, including attorney's fees; provided, however, that the arbitrator may award costs and attorney's fees to the prevailing party under the provisions of any applicable law.   The arbitrator shall not award any special, direct, indirect, punitive, incidental or consequential damages arising out of or in connection with the use of this including, without limitation, any lost profits, business interruption, or loss of programs or information even if Owner or Touro has been specifically advised of the possibility of such damages. The Internet user understands that, by viewing this website, he/she is electing to resolve all Disputes described above exclusively in an arbitration forum rather than in a judicial forum, and he/she is, to the extent permitted by law, waiving any right he/she may have to a jury trial of any such Dispute. The Internet user agrees that if for any reason any Dispute arises out of this website and is, for some reason, resolved in court rather than through arbitration, then, to the extent permitted by law, trial of that Dispute will be to a judge sitting without a jury, and the Internet user specifically waives any rights he may have to trial by jury of any such Dispute.