

STUDENT ORGANIZATION WEB SITE/PORTAL GROUP PROCEDURE AND POLICY

PROCEDURE

To apply for a student organization web site or portal group, the organization must be recognized and approved by the University. The following steps must be completed:

- First, the President or Vice President of the organization must complete the attached application and web-site linking agreement.
- The Office of Student Activities or the relevant academic Dean must confirm the current status of the organization and confirm that the application and web site linking agreement are completed.
- Once completed, but no later than October 30, the President or Vice President must submit the organization's completed application to Student Computing Services. The signed application and web-site linking agreement shall be maintained by Student Computing Services.
- Student Computing Services will prepare a web site account on [www. people.hofstra.edu](http://www.people.hofstra.edu) for the organization and will notify the organization's President and Vice President when the user IDs and passwords have been established.
- Each year on August 31, the organization's web site will be taken down. The organization can archive the site and the site can be reactivated once a new application is submitted and the organization's current status is approved.

POLICY:

The following policy applies to student organization web sites and portal groups:

The purpose of the organization's website is to promote the mission of the organization and to convey information about the organization's activities, honors, upcoming events, past events, announcements, governance, and other pertinent organizational materials including pictures, audio and video. Hofstra does not monitor, edit or review the materials contained within the organizations' web sites. The organization's President and Vice President are responsible for the content of the web site including but not limited to text, announcements, articles, graphics, photos, external links and files.

The organizations' web sites shall be governed by the **Computer Networks Acceptable Use Guidelines** at <http://www.hofstra.edu/scs/aug> and other provisions of the Judicial Code as outlined in the Guide to Pride at: http://www.hofstra.edu/CampusL/CampusL_Dean_of_Students_guidetopride.cfm. Web pages must comply with all university policies, rules and regulations as well as all local, state and federal laws. A report of any violation of these policies may lead to disciplinary action in accordance with the Judicial Code and may also be subject to criminal or civil legal action. Hofstra University maintains the right in its sole discretion to remove the web site or any content that violates this policy.

No organization's web site may link to Hofstra University's web site or use Hofstra University's name without written permission and pursuant to the terms of the attached web site linking agreement. In accordance with the terms of the web site linking agreement, the following disclaimer must be posted on the page containing the link to Hofstra's web site:

This link is provided for convenience of reference only. The existence of this link is not to be construed as an endorsement by Hofstra of the content of this Web Site or any external sites to which it links. Hofstra University makes no warranties, express or implied, with respect to the site's operation, or the information, content or materials included on this web site. To the fullest extent permissible by applicable law; Hofstra hereby disclaims all

warranties of merchantability and fitness for any particular purpose. Hofstra will not be liable for any damages of any kind arising from the use of or inability to use this site.

SUPPORT SERVICES:Portal Groups

The Help Desk will provide training and strategies for making successful and effective portal groups. The approved application form shall be forwarded to the Computer Center Help Desk to complete the portal group implementation. Training and consultation will be provided to the student group PRIOR to the group going online.

Organization Web Sites

Student Computing Services will provide group training classes on web site development and design. Training in Dreamweaver and HTML are provided each semester. Custom classes will be provided to organizations in October and November.

APPLICATION FOR STUDENT ORGANIZATION WEB SITE/PORTAL GROUP

This application and web site linking agreement must be signed by the Office of Student Activities or the respective academic department and submitted annually before October 30 to Student Computing Services.

Student Computing Services will prepare a web site account on www.people.hofstra.edu for the organization and the account information will be sent to the email addresses of the President and Vice President. The organization's President and Vice President are solely responsible for the content of the organization's web site and all links from the web site.

The site will be taken down each year on August 31. The organization can archive the site and the site can be reactivated once a new application is submitted and the organization's current status is approved.

Service(s) requested: check all that apply:

my.Hofstra.edu portal group [restricted to Hofstra community and accessible from the Internet with a Hofstra username and password through the my.hofstra.edu portal]

Web site on www.people.hofstra.edu [open to anyone on the Internet]

NAME OF ORGANIZATION _____

Department approval: _____
(Office of Student Activities or the respective academic department)

Organization President: _____

Contact information: Phone: _____ Cell phone: _____

Address: _____

E-mail: _____

Organization Vice- President: _____

Contact information: Phone: _____ Cell phone: _____

Address: _____

E-mail: _____

WEB SITE LINKING AGREEMENT

THIS WEB SITE LINKING AGREEMENT (“Agreement”) is made as of the ____ (date) _____, 2005 between Hofstra University Corporation, an educational corporation (“Hofstra”) and _____ (“Organization”), a Hofstra related organization.

WHEREAS, Hofstra maintains a Web Site on the Internet located at <http://www.hofstra.edu>;

WHEREAS, the Organization maintains a Web Site on the Internet located at _____;

WHEREAS, the Organization wishes to establish a Hypertext link to Hofstra’s Web Site from the Organization’s Web Site and Hofstra wishes to grant the Organization a revocable license to establish such a link; and

WHEREAS, the Organization wishes to affiliate itself with Hofstra University by utilizing the Hofstra name and Hofstra wishes to grant the Organization a revocable license to use its name for this purpose;

NOW, THEREFORE, the parties hereto agree as follows:

GRANT OF LICENSE

1. Hofstra hereby grants to the Organization, and the Organization hereby accepts, a non-exclusive, non-transferable, royalty-free, revocable license to display on its Web Site a hypertext link to Hofstra’s Web Site (the “Link”). The Link may only be used to transport a user from the Organization’s site directly to any page within the Hofstra Site located at <http://www.hofstra.edu>. The Organization agrees not to mirror the Hofstra home page or any subsequent pages on the Hofstra Site. The Organization agrees not to frame the content of any of the pages on the Hofstra site within any page on the Organization’s site.
 2. The Organization acknowledges Hofstra’s exclusive right, title and interest in its trade names, trademarks, trade dress, and other indicia of origin (the “Hofstra” marks). The Organization agrees not to alter or otherwise use or display the Hofstra Marks in any way, without Hofstra’s prior written consent which it may refuse to grant in its sole discretion.
 3. The Organization agrees that the display of pornographic, obscene or defamatory material, or materials that constitute libel or harassment, or any otherwise illegal use of the Hofstra Marks is strictly prohibited, and shall violate this license, whether the Hofstra Marks are used directly or indirectly in such manner; and, that Hofstra’s judgment as to what constitutes pornography or obscenity shall be final and conclusive. The Organization acknowledges that it is prohibited from using the Hofstra Marks in any way which would dilute or diminish the Hofstra Marks.
 4. Hofstra reserves the right in its sole discretion to approve or disapprove the use of the Hofstra Marks on or in any manner related to the Organization’s Web Site.
 5. The Organization acknowledges and agrees that Hofstra is not responsible for the information or materials contained in the Organization’s Web Site. The Organization acknowledges that Hofstra does not pre-screen, edit or regularly review the material contained within the web-site, nor does it monitor the links to which the site connects. The Organization agrees not to use the web-site to solicit donations, sell goods or services, or publish or distribute copyrights materials or licensed software. Hofstra University shall have the right to remove in its sole discretion any content that it considers to violate these Terms or the terms of the University’s
- C:\Documents and Settings\dell.XPWRK.000\Desktop\Web-linking application_1.doc

Computer Network Acceptable Use Guidelines located at

http://www.hofstra.edu/StudentServ/CC/SCS/SCS_policy.cfm and other provisions of the Judicial Code as outlined in the Guide to Pride at:

http://www.hofstra.edu/CampusL/CampusL_Dean_of_Students_guidetopride.cfm.

The Organization agrees that it shall prominently post the following disclaimer on the page containing the link to Hofstra's Web Site:

This link is provided for convenience of reference only. The existence of this link is not to be construed as an endorsement by Hofstra of the content of this Web Site or any external sites to which it links. Hofstra University makes no warranties, express or implied, with respect to the site's operation, or the information, content or materials included on this web site. To the fullest extent permissible by applicable law; Hofstra hereby disclaims all warranties of merchantability and fitness for any particular purpose. Hofstra will not be liable for any damages of any kind arising from the use of or inability to use this site.

TERMINATION

6. Hofstra reserves the right in its sole discretion to terminate this Agreement for any reason or no reason at all.

7. Any termination of this Agreement by Hofstra shall be deemed effective immediately upon Hofstra's delivery of written notice in electronic form to _____ [insert email address].

8. Upon termination of this Agreement, the Organization shall immediately cease using and remove from its Web Site the Hofstra Marks and any Link(s) to Hofstra's Web Site.

RELATIONSHIP OF THE PARTIES

9. Hofstra and the Organization are independent contractors as to each other and neither shall be deemed to be an employee, agent, partner, joint venturer or legal representative of the other for any purpose, and neither shall have any right, power or authority to create any obligation or responsibility on behalf of the other.

INDEMNIFICATION

10. Organization agrees to indemnify, hold harmless, and defend Hofstra, with legal counsel of Hofstra's choosing, from and against all suits, actions, claims, damages, liabilities, costs and expenses (including, without limitation, settlement costs and legal, accounting and other expenses in connection therewith), or other damages of any kind or nature arising out of or connected with Organization's use of Hofstra's name, mark or likeness.

LIMITATION OF LIABILITY

11. HOFSTRA SHALL NOT BE LIABLE TO THE ORGANIZATION OR ANY OTHER PERSON OR ENTITY FOR ANY GENERAL, PUNITIVE, SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, LOST PROFIT OR OTHER DAMAGES ARISING OUT OF THIS AGREEMENT, OR OTHERWISE, EVEN IF HOFSTRA IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. Hofstra makes no representations or warranties of any kind, express or implied, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose with regard to Hofstra's Web Site. Under no circumstances shall Hofstra be liable for any damages whatsoever resulting from the use or

inability to use Hofstra's Web Site, including but not limited to, the results from mistakes, omissions, interruptions, errors, defects, viruses, or any failure of performance, whether or not resulting from acts of God, communications failure, theft, destruction or unauthorized access to Hofstra's Web Site.

GENERAL TERMS

13. **Representations to Third Parties.** The Organization agrees that it will not represent to third parties that Hofstra owns or has any interest in the Organization's Web Site.
14. **Third Party Claims.** The Organization shall immediately provide Hofstra with written notice of any claim (with a copy thereof) that the Organization's Web Site violates the rights of a third party or is in violation of any law, regardless of whether a formal litigation has been commenced and/or the Organization has been validly served with process.
15. **Binding Agreement.** This Agreement is binding upon and inures to the benefit of the respective heirs, executors, administrators, successors and assigns of the parties.
16. **Entire Agreement.** This Agreement constitutes the entire understanding of the parties concerning the subject matter contained herein and may not be modified, amended or changed in any respect unless set forth in a written instrument, signed by an authorized representative of each party.
17. **Assignment.** The Organization shall not assign or sublicense any rights under this Agreement without the prior written consent of Hofstra.
18. **Interpretation.** The headings and numbering shall not be considered or given effect in construing this Agreement. This Agreement shall not be interpreted against the party causing the Agreement to be drafted.
19. **Partial Invalidity.** If any provision of this Agreement is determined to be invalid, the remainder of the Agreement shall nevertheless be deemed valid and binding.
20. **Waiver.** No waiver of any term or condition of this Agreement, or any breach of any party of this Agreement, shall be deemed a waiver of any other term or condition of the Agreement or of any later breach of the Agreement. No such waiver shall be valid unless in writing and duly executed by the Parties.
21. **Prevailing Law.** This Agreement shall be construed in accordance with the laws of the State of New York, without reference to its choice of law rules. Any controversy arising hereunder shall be litigated solely in the federal or state courts of competent jurisdiction in Nassau County, New York. The parties each consent to the jurisdiction of the courts in New York.
22. **Injunctive Relief.** Hofstra shall have the right to enforce this Agreement and any of its provisions by injunctive or other equitable relief, without bond or prejudice to any other rights and remedies that Hofstra may have for breach of this Agreement.
23. **Notices.** Unless otherwise provided herein, all notices to be given hereunder by either party must be in writing and sent to the addresses/facsimile numbers set forth below (or to any other addresses or facsimile numbers as either party may designate in writing to the other party). Notices are deemed duly given (a) upon transmission when sent via facsimile (with transmission confirmation); (b) upon actual receipt if hand-delivered or delivered by courier; or (c) three (3) business days following the date of mailing if sent by certified mail or registered mail, return receipt requested:

To: representative of the Office of Student Activities or Academic Department

cc: Office of General Counsel
201 Hofstra Hall

To: _____
(representative of the Organization)

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first set forth above.

HOFSTRA UNIVERSITY

By: _____
Name:
Title:

[THE ORGANIZATION]

By: _____
Name:
Title: