



SOCIAL MEDIA POLICY

1. Social Media Policy

- 1.1 The Social Media Policy ("Policy") relates to Community College-Northern Inland Inc. (CCNI) and, where relevant, operates in conjunction with the Internet, Email and Computer Use Policy and the Contract of Employment or contract for service.

2. Commencement Of Policy

- 2.1 This Policy will commence from 1st October 2014. It replaces all other policies, if any, relating to access to social media platforms and social networking sites (whether written or not).

3. Scope

- 3.1 The Policy relates to all full-time, part-time, sessional and casual employees of CCNI Employees, as well as contractors, temporaries and subcontractors working for or on behalf of either a company or any associated companies in the CCNI workplace
- 3.2 The Policy also applies to CCNI Employees and Contractors' participation in social media inside or outside of any CCNI workplace and includes use of an Employee's own device.
- 3.3 The Policy does not form part of any contract of employment with CCNI. Nor does it form part of any contract for service with CCNI.

4. Definitions

- 4.1 In this Policy:

- (a) **"Blogging"** means the act of using web log or 'blog'. A blog is a frequently updated website featuring diary-style commentary, audio-visual material and links to articles on other websites.
- (b) **"Confidential Information"** includes but is not limited to trade secrets of CCNI; non-public information about the organisation and affairs of CCNI such as: pricing information such as internal cost and pricing rates, production scheduling software, special supply information; marketing or strategy plans; exclusive supply agreements or arrangements; commercial and business plans; commission structures; contractual arrangements with third parties; tender policies and arrangements; financial information and data; sales and training materials; technical data; schematics; proposals and intentions; designs; policies and procedures documents; concepts not reduced to material form; information which is personal information for the purposes of privacy law; and all other information obtained from CCNI or obtained in the course of working or providing services to CCNI that is by its nature confidential.
- (c) **"Computer"** includes all laptop computers and desk top computers.
- (d) **"Hand held device"** includes all such devices which are used by CCNI Employees and Contractors, inside and outside working hours, in the workplace of CCNI (or a related corporation of CCNI or at any other place. Such devices include, but are not limited to, mobile phones, Blackberrys, Palm Pilots, PDAs, iPhones, tablets, iPads, other handheld electronic devices, smart phones and similar products, and any other device used to access social networking sites or a social media platform.
- (e) **"Intellectual Property"** means all forms of intellectual property rights throughout the world including copyright, patent, design, trade mark, trade name, and all Confidential Information and including know-how and trade secrets.



- (f) **“Person”** includes any natural person, company, partnership, association, trust, business, or other organisation or entity of any description and a Person’s legal personal representative(s), successors, assigns or substitutes.
- (g) **“Social Networking Site” and “Social Media Platform”** includes but is not limited to Facebook, My Space, Bebo, Friendster, Flickr, LinkedIn, XING, Blogger, WordPress, You Tube, Twitter, Yahoo Groups, Google Groups Whirlpool, Instant Messaging Services, Message Board, Podcasts, ‘Wikis’ (e.g. Wikipedia) and other similar sites.

5. Representing CCNI In Social Media

- 5.1 In consideration of the type of business of CCNI any comments about or in connection with CCNI made in a Social Media Platform must be factual and consistent information with CCNI’s goals and objectives . This means protecting commercially sensitive information in accordance an Employee’s contract of employment and a Contractor’s contract for service.
- 5.2 All CCNI Employees and Contractors are restricted from making comments on behalf of CCNI or use CCNI’s branding (including the corporate logo, internal logo and registered trademarks) in any Social Media Platform unless otherwise authorised.
- 5.3 CCNI recognises that circumstances may arise in which Employees and Contractors make mention of CCNI in social media.
- 5.4 Unless authorised by CCNI, any comments made by Employees and Contractors must contain a disclaimer that they are not representing CCNI and do not have authority to speak on behalf of CCNI and the views expressed or implied do not represent the views of CCNI.

6. Acknowledgement

- 6.1 All CCNI Employees and Contractors acknowledge that:
 - (a) they are not to make comments which might reflect negatively on CCNI’s reputation or make deliberately false or misleading claims about CCNI’s products or services. Any recognised inaccurate comments must have all reasonable efforts made by the Employee or Contractor to correct the statement;
 - (b) they must not disclose confidential or commercially sensitive information about CCNI including Confidential Information or Intellectual Property. This obligation continues after the employment or engagement ceases;
 - (c) they must not endorse or cite any student, client, partner or supplier of CCNI without the explicit prior permission of the Executive Officer;
 - (d) they must observe the relevant privacy, defamation and copyright laws; and
 - (e) they must comply with relevant discrimination laws and CCNI policies that relate to discrimination and harassment.

7. Material Posted By Others

- 7.1 Inappropriate or disparaging content and information stored or posted by others (including non-employees) in the social media environment may also damage the CCNI’s reputation.
- 7.2 If you become aware of any such material which may damage CCNI or its reputation, you must immediately notify your manager and Executive Officer.

8. External Social Media Platforms

- 8.1 When using external Social Media Platforms, including, but not limited to social networks and blogging sites, CCNI Employees and Contractors should not disparage or make adverse



comments about any CCNI Employee or Contractor. This includes where such comments are made whilst an Employee or Contractor is contributing to a Social Media Platform using a computer and internet resources or hand held device.

- 8.2 If it comes to CCNI's attention that an Employee or Contractor has made inappropriate and/or unauthorised comments about CCNI or an Employee or Contractor, CCNI may choose to take action against such person as outlined in the Policy. Action will not be limited to contributions made on a social media platform made whilst using CCNI computer and internet resources but may include action taken as a consequence of inappropriate and/or unauthorised contributions made an Employee or Contractor via a nonCCNI computer or hand held device.

9. Employees And Contractors' Responsibilities

- 9.1 CCNI Employees and Contractors are personally responsible to report any inaccurate, misleading or deceptive information they encounter about CCNI and its products and services to the Executive Officer

10. Warning

- 10.1 Apart from the potentially adverse effects a blog or social networking entry may have on CCNI, inappropriate blogs on internal or external sites can also have adverse consequences for an Employee or Contractors in terms of future career prospects, as the material remains widely and permanently accessible to other site users.
- 10.2 CCNI may use and disclose an Employee's social media posts where that use or disclosure is:
- (a) for a purpose related to the employment of any employee or related to business activities; or
 - (b) use or disclosure to a law enforcement agency in connection with an offence; or
 - (c) use or disclosure in connection with legal proceedings; or
 - (d) use or disclosure reasonably believed to be necessary to avert an imminent threat of serious violence to any Person or substantial damage to property.
- 10.3 While users are permitted to CCNI's computer network for limited and reasonable personal use, Employees must be mindful that any information (personal or other) they disclose while using CCNI's computer network may be used and/or disclosed as provided for in clause 10.2 above. An Employee is taken to have consented to the use and disclosure of any information (personal or otherwise) that is disclosed during personal use of CCNI's computer network.

11. Consequences Of Breaching The Social Media Policy

- 11.1 Any breach of the Policy may result in disciplinary action, including, but not limited to, issue of a warning, demotion, suspension or termination of employment (or, for Contractors, the termination or non-renewal of their contract for service).

12. CCNI Contact

- 12.1 Any questions about this Policy should be directed to the Executive Officer

Variations

CCNI reserves the right to vary, replace or terminate this Policy from time to time.