

AUTHORIZATION OF INFORMATION RELEASE

As a candidate for the position of _____ with the University of California, Berkeley (the University), I am required to furnish information for use in determining my qualifications.

For this purpose, I authorize the release of information (described below) requested by the University concerning **substantiated allegations of misconduct** on my part, **over the ten years prior to the date of signature** (below). The purpose of this release is to permit the University to evaluate such information with respect to the teaching, research, and service criteria for appointment to an Academic Senate faculty position.

I understand the University will not request information authorized by this release unless and until I am selected as the candidate to whom the hiring unit would like to extend a formal offer for the Academic Senate position for which I am being considered. This signed form authorizes the responsible office(s), e.g., Academic Personnel Office, Human Resources, Title IX office, at my current or prior institution(s) where I have been employed to share that information with the University.

For purposes of this Authorization,

- “Substantiated allegations” means allegations that have been sustained based upon a standard of evidence of at least a preponderance of the evidence.
- “Misconduct” includes discrimination, harassment or retaliation in connection with an individual’s protected status as defined in Title VII and UC nondiscrimination policies (race, color, national origin, religion, sex, gender, gender expression, gender identity, gender transition status, pregnancy, physical or mental disability, medical condition (cancer-related or genetic characteristics), genetic information (including family medical history), ancestry, marital status, age, sexual orientation, citizenship, or service in the uniformed services, including protected veteran), that would violate (1) University policies and procedures, as they may be modified from time to time, or (2) a candidate’s current or former employer’s policies and procedures, or the equivalent.
- “Misconduct” also specifically includes conduct prohibited by Title IX, by the University of California Sexual Violence and Sexual Harassment Policy (including sexual assault, domestic violence, dating violence, stalking, sexual harassment, and retaliation), or by the UC Faculty Code of Conduct. The UC Faculty Code of Conduct prohibits entering into a romantic or sexual relationship with any student for whom a faculty member has, or should reasonably expect to have in the future, academic responsibility (instructional, evaluative, or supervisory). The UC Faculty Code of Conduct also prohibits exercising academic responsibility (instructional, evaluative, or supervisory) for any student with whom a faculty member has a romantic or sexual relationship.

The University considers the above forms of misconduct, as they involve students or trainees, to be related to teaching and, potentially, research; as they involve staff or colleagues, to be related to service; and, as they involve patients, to be related to clinical care.

This authorization includes release of information of a confidential or privileged nature, or any data or materials which have been sealed or agreed to be withheld pursuant to any prior agreement or court proceeding involving disciplinary matters. Should an institution provide information on a finding of misconduct, I will be informed and allowed to provide information in response.

I hereby release, discharge, and exonerate (1) the University, its agents and representatives and (2) any institution or employer where I am currently, or have in the past been, employed, or any individual acting on behalf of such institution or employer, furnishing information to the University, from any and all liability of every nature and kind arising out of the furnishing and inspection of such documents, records and other information. This release shall be binding on my legal representatives and successors.

This authorization is valid until acceptance of the formal offer. A scanned version of this release is to be considered as valid as an original.

Print Name

Munesh Tiwari

Signature

Date