This Housing Contract is a legal agreement between the University and you, the student. The Terms and Conditions for Single Student Housing 2013-2014 are part of the Housing Contract. The Housing Contract is not a lease. Your occupancy of University housing is subject to your compliance with the provisions of the Housing Contract, the Campus Code of Conduct¹, all applicable University policies², and all applicable local, state, and federal laws and regulations. You also agree to comply with all House Rules³ or other rules and regulations as the University may from time to time issue for the welfare of the community or for the general convenience or comfort of residents.

Your failure to comply with the Housing Contract provisions, the Campus Code of Conduct, other University rules, or any applicable laws may result in disciplinary action and will be immediate grounds for the University to terminate your Housing Contract or reassign you to other University housing, at the University’s sole discretion. In addition, the University reserves the right to immediately terminate your Housing Contract or reassign you to other University housing, at the University’s sole discretion, if you:

- engage in or threaten acts or behavior that in the University’s sole opinion, may endanger public order or property, threaten the personal safety or security of yourself or others (by acts of physical or mental harassment, self-harm, or other means) or disrupt other students;
- refuse an evaluation by Counseling and Psychological Services staff, following your hospitalization for psychiatric reasons;
- cease to meet the eligibility requirements for University housing; or

Any termination of your Housing Contract for the reasons listed in this paragraph will be considered a “for cause” termination. The University reserves the right to adjust the residence charge before or during the contract period by action of its Board of Trustees. This Housing Contract represents the complete agreement between you and the University, and supersedes any prior contracts or understandings, whether oral or written. The Housing Contract may not be amended in any way without the prior written permission of the University in each instance. The Housing Contract is subject to the laws of the State of New York, without regard to conflicts of laws principles.

I. ELIGIBILITY
To be eligible to live in University single-student residence halls/apartments, you must be currently registered at Cornell University, in Ithaca, New York, as a full-time (minimum 12 credit hours) resident degree candidate or as a special student. For purposes of this contract, a single student is defined as a person who resides singly, regardless of marital status.

II. OCCUPANCY PERIOD
The University may change the occupancy periods set forth below due to unforeseen circumstances, alterations in the academic-year calendar, or emergencies.

Residents of Undergraduate Halls
1. The occupancy period for all residents of undergraduate halls begins on the first day of fall-semester orientation, 8/16/13 and ends on the day after the last regular final examination day of the spring semester, 5/21/14 at 2:00pm.
2. You may request a limited extension of the occupancy period, which the Housing & Dining Contracts Office may grant or deny at its sole discretion. Extensions of the occupancy period will only be granted in exceptional circumstances. There will be a daily charge of thirty-eight dollars ($38) for occupancy before or after the occupancy period stated above.
3. Graduating students may extend the occupancy period until the day after Commencement without additional charges, provided they have made appropriate arrangements with the Housing & Dining Contracts Office by the announced deadline. You will be notified of the deadline via email.
4. You may not occupy or enter residence halls/houses during official University recesses. All residence halls/houses shall be closed between 12/21/13 at 2:00pm through 1/14/14, reopening on 1/15/14 at 9:00am. You must vacate your room/apartment within twenty-four hours of your last final examination and in any event no later than the residence hall closing time. If your contract has been terminated effective at the end of fall semester, you must vacate your room/apartment by 2:00pm on 12/21/13.
5. Graduate and professional students living in undergraduate halls (including all residential program houses except the Holland International Living Center) must abide by the regular undergraduate academic-year opening, closing, and recess schedules.

Residents of Maplewood Park and Holland International Living Center
1. The occupancy period for students living in Maplewood Park Apartments and graduate students living in the Holland International Living Center (HILC) is the same as for undergraduate residence halls (8/16/13 – 5/21/14 at 2:00pm), except that you may occupy your room/apartment during official University recesses. The Housing & Dining Contracts Office reserves the right to evaluate the safety and security conditions of any housing scheduled to be open during official University recesses and to make alternative housing arrangements as warranted.
2. If your academic work requires you to be on campus before or after the occupancy period, you may request an early check-in or extension from the Housing & Dining Contracts Office. Requests will be approved as space permits. There will be a daily prorated charge for occupancy before or after the occupancy period stated above.
3. Maplewood Park residents and graduate student residents of Holland International Living Center with approved contract terminations

¹ Available at: http://www.dfa.cornell.edu/dfa/treasurer/policyoffice/policies/volumes/governance/campuscode.cfm
² A comprehensive list of University policies is available at: http://www.dfa.cornell.edu/dfa/treasurer/policyoffice/policies/atoz.cfm
³ Available at: housing.cornell.edu
effective at the end of fall semester must vacate their rooms by 2:00pm on 12/21/13.

Hughes Hall Residents
1. For Hughes Hall residents, the beginning and ending dates of the occupancy period correspond to the beginning and ending dates of the Law School’s academic calendar. These dates will be printed on your Housing Contract. Hughes Hall will be closed for a portion of the winter break. The closing and re-opening dates will be published in the building. If you need housing during the recess period, the Housing & Dining Contracts Office may be able to find alternate temporary accommodations. Contact the Housing & Dining Contracts Office as soon as you know you will need housing during the recess period.
2. If your academic work requires you to be on campus before or after the occupancy period, you may request an early check-in or extension from the Housing & Dining Contracts Office. Requests will be approved as space permits. There will be a daily prorated charge for occupancy before or after the occupancy period.

III. PAYMENTS
1. All fees payable under your Housing Contract (including but not limited to room charges, penalties, and damage fees) will be charged to your bursar account.
2. If you are an undergraduate or professional school student (College of Veterinary Medicine, Johnson Graduate School of Management, and Law School) your bursar account will be charged for the first half of your Housing Contract fee in July or August, and for the second half of the fee in December or January. If you are a graduate student, your bursar account will be charged in equal amounts four times in the fall semester and four times in the spring semester.
3. The Office of the Bursar’s policies on payment of the finance charge for late payments and other penalties for failure to make proper payments apply except where otherwise modified by the terms the Housing Contract.

IV. CONTRACT RELEASES AND TERMINATION; CANCELLATION AND TERMINATION FEES
1. Your Housing Contract is binding until the end of the academic year. You are not entitled to a release from your Housing Contract because you have been reassigned to another room, because you are inconvenienced by construction, renovation, maintenance, or for any other reason except as expressly provided below.
2. If you fail to occupy your room/apartment or if you vacate your room/apartment during the contract period without a contract release, you will continue to be liable for the full amount of your housing charges.
3. Contract releases:
   a. You will be released from your Housing Contract without a cancellation penalty if:
      i. You are leaving the University for an academic internship, graduation, or study in absentia; or
      ii. You are granted a medical withdrawal or are required to take medical or academic leave.
   b. The Housing & Dining Contracts Office may require written verification of (i) or (ii) from your advisor, college, or physician.
   c. You will be released from your Housing Contract with a cancellation penalty of $800 if you withdraw or take a voluntary leave of absence from the University. If you re-enroll during the same academic year, you will be required to sign a new Housing Contract.
   d. Contract releases for any other reason than those listed in a, b, and c above may be granted, but only under exceptional circumstances. Contract releases due to exceptional circumstances will be determined by, and are at the sole discretion of the Housing & Dining Contracts Office. All approved contract releases due to exceptional circumstances will result in a cancellation fee of $250.
   e. If you obtain a contract release, you will need to sign a Vacate Form (available at the Housing & Dining Contracts Office), then vacate your room and turn in your keys to your Service Center/House Office on the date indicated on the Vacate Form.
   f. You will receive a pro-rata refund of any prepaid housing fees, less any applicable fees or charges.
4. Contract terminations: If the University terminates your Housing Contract for cause, you will continue to be liable for the full amount of your housing charges. You will receive no refund of any housing charges. You will also be charged a $250 cancellation fee. You will be required to vacate your room/apartment as of the effective date of your contract termination.
5. Fall semester. Students who have signed Housing Contracts must notify the Housing & Dining Contracts Office, 206 Robert Purcell Community Center, by July 1, 2013 if they do not plan to attend the University for fall semester. Notice received after July 1, 2013 may result in a $250 contract cancellation fee.
6. Spring semester. Students who have signed Housing Contracts must notify the Housing & Dining Contracts Office, 206 Robert Purcell Community Center by December 1, 2013 if they do not plan to attend the University for spring semester. Notice received after December 1, 2013 may result in a $250 contract cancellation fee.

V. LATE ARRIVALS
You must notify the Housing & Dining Contracts Office if you plan to arrive after the first day of your first semester classes for your school or college. Otherwise your contract may be cancelled without further notice, and you may be assessed a $250 fee.

VI. ROOM CHANGES AND REASSIGNMENT
1. Requests for room changes must be filed with the Residence Hall Director, House Assistant Dean, or Graduate Residence Manager for your room/apartment. You will incur a fee of $100 for each room change during the contract period. All room changes, including those between residence halls and university-owned small residences, are at the sole discretion of the Housing & Dining Contracts Office.
2. The University reserves the right to reassign you to a different room/apartment, or to reassign other students to fill any vacancies in your room/apartment, for any reason. The University is not liable for any moving costs or other expenses you may incur as the result of reassignment.
VII. ASSIGNMENT OF CONTRACT
You may not take a roommate or assign or transfer your interest in the Housing Contract to anyone else, or permit anyone not duly assigned or approved by the Housing & Dining Contracts Office to share any part of your housing accommodation.

VIII. ADDITIONAL CONTRACT REQUIREMENTS FOR SPECIFIED UNITS
1. Program House Activity Fees - All students assigned to themed residential houses agree to pay a nonrefundable activity fee for the academic year as follows: Akwe:kon, $70; Ecology House, $60; Holland International Living Center, $30; Just About Music, $70; Latino Living Center, $60; Multicultural Living Learning Unit, $40; Risley Residential College, $100; Ujamaa Residential College, $45.
2. West Campus Meal Plan Requirements: Students living in Alice Cook House (Boldt Tower, Boldt Hall/Language House, North Baker Hall, Baker Tower, Cook House), Carl Becker House, Hans Bethe House (Bethe House and McFaddin Hall), William Keeton House, and Flora Rose House (Founders Hall, Lyon Hall, Mennen Hall, South Baker Hall, Rose House) are required to enroll in one of the Cornell Dining meal plans designated specifically for the House System buildings.

IX. RESIDENT RESPONSIBILITIES
1. Check-In and Check-Out Requirements
   a. Undergraduate hall residents (whether undergraduate, professional or graduate students) must complete a check-in form within twenty-four hours of moving into your room. Graduate housing residents must complete this form within two weeks. This form, when countersigned by the Residential Programs Office, is the basis for assessing any damage or loss attributed to you at the end of your contract term. If you fail to complete and return the form, you assume responsibility for all damages in the room.
   b. When checking out, you must remove all refuse and discarded material and leave your room/apartment as clean as when you checked in. Charges for additional cleaning required, removal of personal property, and for any loss or damage you have caused will be billed to your bursar account.
   c. You must check out of your room/apartment by the closing time specified by the Housing & Dining Contracts Office for the end of each semester. A fee of $38 per hour will be assessed for every hour or fraction thereof that you remain in your room/apartment past the closing time unless a written request for exception has been received and approved by the Residence Hall Director, House Assistant Dean, or Graduate Residence Manager.
   d. Check-out is not completed until your room/apartment is vacated and all keys are turned in.

2. Keys, Cards, and Lock-Outs
   a. You may request that a staff member open your room door, and you may be charged a $5 fee. This service is provided at the convenience of the University; excessive use will cause limitation or removal of this service. You must report lost keys to the Service Center or House Office and file a report with Cornell Police within 24 hours. You will be charged for replacement lock core and keys.
   b. If you lose your ID card, you must report it as lost and replace it within 72 hours at the University Registrar’s Office.
   c. If you lose your ID card, you must borrow a temporary building card for access into your residence hall, and if you do not return this card within 72 hours, you will be charged $15 for this card.
   d. You must not duplicate residence hall/room keys.

3. Damages
   a. You are liable and responsible for any damage or loss to your housing accommodation (including furnishings) and for any other damage or loss you cause to University Housing. Damage or loss must be reported promptly to the residence staff (i.e., House Assistant Dean, Resident Adviser, Graduate Community Adviser).

4. Room, Apartment, and Common Area Alterations and Decorations
   a. You may not make any alterations (including but not limited to painting) to your room/apartment, to any University property within your accommodation, or to any common areas. You may not use cinder blocks or homemade lofting equipment to elevate furniture or shelving.
   b. Requests for alterations may be submitted for consideration and approval by Facilities Management via the online maintenance request system (housing.cornell.edu).
   c. Room Decorations:
      i. Residence Halls - Pictures, posters, and other materials must be hung from picture moldings, tack strips, or bulletin boards only. Nails, tacks, screws, tape, glue, and other adhesives may not be used on walls, ceilings, wardrobes, woodwork, doors, or furniture. Decorations including natural evergreen trees, wreaths, or bouquets are prohibited. All winter seasonal decorations must be removed during the intersession break. Damages resulting from violations of this regulation will be assessed against the residents responsible for the damage.
      ii. Maplewood Park - Pictures, posters, and other materials must be hung in accordance with the guidelines for the apartment complex. Certain types of nails, tacks, screws, tape, glue, and other adhesives may not be used on walls, ceilings, wardrobes, woodwork, doors, or furniture. Damages resulting from violations of this regulation will be assessed against the residents responsible for the damage.

5. Commercial Activities
   a. No commercial business or activity may be conducted in or from any room or residence hall. Using residence telephones, Internet, and wireless connections for profit-making purposes is also prohibited.

6. Right of Entry
   a. The University reserves the right to enter your housing accommodation at any time, without notice, in times of emergency. The University also reserves the right to enter your housing accommodation upon reasonable prior notice to ensure proper maintenance of sanitation and life-safety standards, to take inventory, and to make repairs.

7. Room Care
   a. You are responsible for cleaning your housing accommodation; removing waste materials regularly; placing recyclable materials in designated containers; and maintaining satisfactory sanitation and life-safety standards as determined by the Department of Campus Life in conjunction with the Department of Environmental Health and Safety. Charges may apply to those found in...
Violation.

b. Residents of Hasbrouck, Maplewood, and Townhouse communities are responsible for weekly inspection and testing of the carbon monoxide alarms located in your room/apartment, in accordance with the instructions provided by the Department of Environmental Health and Safety. You are required to document weekly testing per instructions you will receive upon checking in to your apartment. Failure to comply with this requirement will result in fines, referral to the Judicial Administrator, and/or eviction. 

c. Apartment and room entrances, patios, and walkways must remain clear to provide for safe access for safety and maintenance personnel.

8. Removal and Storage of Furnishings

a. You may not remove University-provided furnishings from your housing accommodation or any common areas without the written permission of the Housing & Dining Contracts Office. If you do, you will be charged to have them moved back to their proper location.

b. Unauthorized removal of furnishings from common areas or from the building constitutes theft, and the persons responsible will be subject to disciplinary action under the Campus Code of Conduct and/or administrative action and/or prosecution under local or state law.

c. Storage space for University-owned room furniture and/or students’ personal belongings is not available.

9. Noise and Other Disruptive Behavior

a. You and your guests may not make excessive noise or otherwise disrupt the residence community or adversely affect other residents.

b. You may not shake, clean, or hang anything from the windows, balconies, ledges, or roofs of the buildings or place anything on the window ledges. You may not hang clotheslines from any balcony, doorway, building, trees, or shrubbery.

10. Guests

a. You may have overnight guests for not more than three (3) nights in a 7-day period, and only if it is convenient for the other students living in your room/apartment.

b. Guests must observe all University rules and regulations. You are responsible for the behavior of your guests and for any damage they do. Guests must be escorted by a resident at all times while in the building, whether staying overnight or not.

c. Overnight guests in graduate housing facilities must check in at the Service Center.

11. Smoking

a. Smoking is not permitted in your housing accommodation or in any other portion of the building, including common areas. Smoking is only permitted outside, at least 30 feet from any University building.

12. Common Area/Hallway Use and Damages

a. Playing sports or sleeping in any common areas is prohibited.

b. You are responsible for any damages you cause to any common areas.

c. In addition, if common areas are damaged and the responsible parties are not identified, the University reserves the right to hold all residents of the floor, unit, hall or complex responsible for the cost of repair and/or replacement of damaged items. Any such joint allocation of charges does not constitute a disciplinary action or a determination of violation of any University policy, rule or regulation and will not appear as such on any University record.

d. Personal belongings may not be stored in hallways, stairwells, or common areas, or on walkways.

13. Prohibited Belongings

a. Due to their excessive weight, waterbeds and hot tubs are prohibited in all University housing facilities.

b. Possession or use of weights (except small dumbbells under ten pounds) and other weight-lifting equipment in residence halls is prohibited except in designated areas.

14. Food Storage

a. You may store food in your room at your own risk. All food must be kept in tightly closed containers to help ensure effective pest control.

15. Motor Vehicles

a. You may not store or park any type of motorized vehicle—gasoline, propane, electric—in any residence hall/apartment, nor may you store any such power source. Vehicles in violation will be impounded without notice, at the owner’s expense.

16. Bicycles

a. Non-motorized bicycles (including unicycles) must be stored in designated bicycle racks so that all exits and windows remain clear and unobstructed. Vehicles in violation will be impounded without notice, at the owner’s expense. Bicycles may be stored on porches at Maplewood.

b. All bicycles brought to campus must be registered with Transportation Services.

17. Abandoned Property

a. If you leave behind any personal property in your housing accommodation or elsewhere in or around any University building after your contract ends, the University reserves the right to sell or otherwise dispose of it without further notice.

X. TELEPHONES/DATA/CABLE CONNECTIONS

1. Telephone and Data services are provided by Cornell Information Technologies (CIT). Local telephone service may be provided in each student room, apartment, or suite on a fee for service basis, except in some small residences. Corridor phones are provided in select locations. Long distance costs are your responsibility. Misuse of pin codes issued by the University can result in disciplinary action.

2. All residential facilities wired for data service have the base charge for network connectivity included in the housing rate. Additional charges will be assessed for excessive Internet bandwidth usage. Please check with CIT for details.

3. Television service is available in most facilities. You must individually arrange for this service.
XI. PETS
1. Students residing in the undergraduate halls (other than Ecology House), and graduate students living in Hughes Hall, and in shared single student apartments in Maplewood are prohibited from having pets in their rooms, with the exception of fish that are in tanks no larger than 10 gallons. Dogs, cats, and rabbits are not permitted. Pets permitted in Ecology House are governed by the Campus Life Pet Policy.
2. If you violate this condition or the University Pet Policy, the pet may be confiscated and you may be subject to disciplinary action under the Campus Code.
3. Service dogs are permitted as long as they are a part of Cornell’s Service Animal Program (as determined by the Office of Student Disability Services), but not for training or companion purposes.

XII. REFRIGERATORS AND OTHER ELECTRICAL APPLIANCES
1. The University has an approved vendor that rents refrigerators and microfridges. Only microfridges from the approved vendor are permitted. Mini-refrigerators may be purchased and brought to campus, provided they meet required specifications. Full-size refrigerators are provided in the Townhouses and in Maplewood Park apartments.
2. Fire-safety requirements prohibit cooking in University housing, except for when using approved appliances. Approved appliances include microfridges rented by the University’s approved vendor, and other small appliances with self-contained, thermostatically controlled heating elements with automatic shut-off features. You may not use any non-thermostatically controlled electrical cooking appliance in any University housing and any such appliances shall be confiscated.
3. During any official University recess in which the housing units are closed for more than four days, you must remove all food from your refrigerator, disconnect it, and leave the door open. All other electrical devices must be turned off during any official university recess.
4. You may use electrical devices such as radios, CD players, computers, printers, hair dryers, razors, and clocks provided they are plugged into outlets in your room and do not exceed the amperage limits of the circuits in the room. Halogen Lamps are permitted provided that the bulb does not exceed 150 watts. Spider lamps are prohibited. Halogen lamps and spider lamps are prohibited.
5. Constructing computer connections between rooms is prohibited as is running an electrical cord from your room to a corridor outlet.

XIII. LAUNDRY
1. All undergraduate halls and graduate housing facilities have online coinless laundry systems. You must use your university ID card to access the system. You will have an empty account opened when you sign the Housing Contract.
2. You may add funds to your account at any time online at housing.cornell.edu, or at a service center.
3. Unused funds will carry over from the fall to the spring semester. However, all funds must be used before the end of the contract period. No refunds will be issued.

XIV. FIRE SAFETY
1. You and your guests must immediately evacuate the building and follow all residence staff directions if a fire alarm sounds. You are responsible for knowing where the fire alarm boxes are located in your building. Fire extinguishers are for use by trained personnel only.
2. The University is subject to fire and safety inspections by various agencies. If a fine is incurred as a result of your failure to comply with the terms of your Housing Contract or with any request from residence staff or other University staff, you will be responsible for the amount of the fine.
3. You must not store explosive or flammable substances in any portion of University housing. The use of candles, incense, and any other open flames in student rooms is prohibited. Candles may be used for religious purposes or approved special events only if they are placed in a stable container, preferably a glass-globe type of holder, and used in a common area with prior approval from a professional residence hall/house staff member. A residence hall/house staff member must be present throughout the approved event.
4. You may not hang anything from sprinkler pipes or any part of the fire sprinkler system.
5. You must not activate false alarms, interfere with the proper functioning of the fire-alarm system, or tamper with or remove smoke detectors, fire hoses, extinguishers, or fire-fighting equipment. Violators may be subject to disciplinary action under the Campus Code of Conduct or state or local law. Activating a false alarm is a Class A misdemeanor and can result in a one-year jail term and/or a $1000 fine for the first offense.

XV. EXTERIOR AERIALS, ANTENNAE, AND DISPLAYS
You may not place exterior aerials, antennae, flags, or other display materials outside your room/apartment or extend them from the building. You may not splice internal cables and run them in to a room/apartment.

XVI. WEAPONS
You may not possess or use rifles, shotguns, pistols, and other firearms or ammunition, archery equipment, gunpowder, fireworks, air rifles, air pistols, or any other dangerous instruments in your housing accommodation or anywhere else on University property.

XVII. DRUGS AND ALCOHOLIC BEVERAGES
1. You and your guests must obey federal, state, and local laws and all University regulations on alcoholic beverages and illegal drugs. Undergraduate residence rooms, suites, apartments, and common areas carry additional restrictions. Consult the House Rules for your room/apartment for more information.
2. Graduate resident facilities have different regulations. Contact Graduate & Professional Student Housing staff for details.

XVIII. SECURITY AND SAFETY
1. You must keep exterior entrances to residence halls locked at all times. Temporary exceptions may be authorized by a Campus Life staff member.
2. You may not place yourself or others at risk by offering access to any residence hall or locked building to strangers or unauthorized persons. Residents purposely violating security policies by propping exterior doors or modifying latches may be subject to disciplinary
action, including restitution for damages.

3. You are responsible for maintaining the security of your room/apartment. Your room/apartment should be kept locked when you are not present. All windows in unoccupied space must be closed and latched. The University is not responsible for any loss or damages to your personal property.

4. You may not alter or replace the present locks or other security devices or install additional locks or other security devices.

5. Neither you nor your guests are permitted on roofs, ledges, or overhangs. Neither you nor your guests are permitted to climb the exteriors of any University building.

XIX. SOLICITING, CANVASING, AND LEAFLETING
1. Soliciting, canvassing, and leafleting are generally not permitted in any University housing. The Department of Campus Life may grant permission if requests are made in advance. Petitioning is not permitted in undergraduate residence halls except in certain cases with prior notification to the residence hall leadership organization. See House Rules for additional information.

2. Graduate resident facilities have different regulations. Contact Graduate & Professional Student Housing staff for details.

XX. REPOSSESSION BY THE UNIVERSITY
The University reserves the right to repossess student rooms, residence hall facilities, and apartments in the event of an epidemic or other emergency.

XXI. LIABILITY AND INSURANCE
1. The University shall not be liable, directly or indirectly, for any loss of or damage to any article of personal property or vehicle located anywhere on University property caused by fire, water, steam, the elements, insufficient heat, loss or surges of electricity, the actions of third persons, or any other cause beyond the control of the University.

2. In the event of damage by fire, water, steam, or other agents that render a room/apartment unfit for occupancy, the University reserves the right to reassign you to alternate university housing accommodations. If alternate quarters are not available and the room/apartment is unfit for occupancy for more than thirty days, the University may terminate your Housing Contract and you will be entitled to a prorated refund of any housing charges for that period that have been paid. There will be no further entitlement to any other recompense or damages for such cancellation.

3. Your personal property is not covered by University insurance. You should carry your own insurance protection against loss of or damage to your personal property.

It is the policy of Cornell University actively to support equality of educational and employment opportunity. No person shall be denied admission to any educational program or activity or be denied employment on the basis of any legally prohibited discrimination involving, but not limited to, such factors as race, color, creed, religion, national or ethnic origin, sex, sexual orientation, age, or handicap. The university is committed to the maintenance of affirmative action programs, which will assure the continuation of such equality of opportunity.