

# RULES AND REGULATIONS

## 1. GENERAL TERMS

### ARTICLE 1: Object

The three ESSEC Business School student halls of residence are managed by ALEGESSEC ("Association pour le Logement des Etudiants du Groupe ESSEC"). The association statutes are applicable to the halls in their entirety.

### ARTICLE 2: Definition of offer

The following are made available to members:

- private accommodation/a furnished bedroom situated:
  - within the living quarters (ranging from 5 to 11 bedrooms) of the "Résidence du Parc",
  - within a two-bedroom apartment (two separate bedrooms and shared sanitary and cooking facilities),
  - within a one-bedroom apartment,
- semi-private accommodation, common room(s), or a two-bedroom apartment.
- the general living areas (meeting rooms, TV room, corridors etc.) contained within each of the residences.
- compulsory services provided by the association in its capacity as the residences administrative manager (maintenance and upkeep – computer network – bus shuttle...)

### ARTICLE 3: Membership criteria

Accommodation in an ALEGESSEC hall of residence is open to:

- Students enrolled with an ESSEC Business School institution or program,
- Participants in ESSEC Business School international academic programs,
- Other students in Cergy-Pontoise, subject to availability and with the consent of the heads of the association,

In addition, 5 places are reserved by the Val d'Oise Prefecture and the Cergy-Pontoise Township Federation in accordance with existing agreements.

### ARTICLE 4: Allocation criteria

The allocation of rooms is carried out on the basis of the following priority criteria:

- Students who are minors,
- Geographical origin, with priority given to international students, then those from outside the Paris area, then those from certain suburbs of the Paris area [77/91/93/94] and then those from the remaining Parisian suburbs plus central Paris [78/92/95/75],
- Length of contract, with priority given to the longest contracts,
- The date of receipt of the complete enrollment application,
- The financial situation of the student (recipients of higher education scholarships, Master's, EPSCI or ESSEC scholarships, etc.).

### ARTICLE 5: Association Membership / services provided to the members of the association in return for a monthly fee

To obtain a room within one of the residences managed by ALEGESSEC, the applying student must join the association and pay for the annual membership fee.

The student may terminate membership in the association under the conditions provided for in Article 25 of the present rules and regulations. ALEGESSEC will be able to end the membership under the conditions provided for in Article 34 of the present rules and regulations.

To enjoy the services provided to members of the ALEGESSEC association, every student applying for a room must send to ALEGESSEC the above mentioned documents, duly completed and signed, in order to formalize his/her application:

- ALEGESSEC association membership form, along with payment of the annual membership fee,

- Additional membership clause specifying in which the student will have to specify the length of his/her stay and the desired residence,
- Direct debit authorization for all contracts over 4 months,
- Banking details (or "RIB", for French bank accounts) and a bank transfer form,
- A check or down-payment of the security deposit, administrative fees and annual membership fee (see additional membership clause).

The additional membership clause and the present rules and regulations constitute the occupancy title granted to the student. They set out his/her contractual rights and obligations towards ALEGESSEC, the administrative manager of the students residences as soon as he/she has been assigned a room.

Every member is OBLIGED to take out a multi-risk accommodation/contents insurance policy.

Membership of ALEGESSEC implies acceptance and respect of the present rules and regulations and of the appendix relating to the computer charter and to the rules pertaining to the multi-gym area. Upon allocation of a room by ALEGESSEC, the student automatically becomes a member of the "Association pour le Logement des Etudiants du Groupe ESSEC".

#### **ARTICLE 6: Room occupation procedure**

A bedroom is made available to each member of the ALEGESSEC association for the duration of his/her choice, as confirmed in the additional clause to the contract and upon receipt of the annual membership fee, security deposit, administrative fees and monthly fees payment, as stipulated in articles 19, 20, 21, 22 and 23 of the present rules and regulations.

The student member of the association alone can occupy the room allocated.

Non-respect of these clauses will result in the possible application of sanctions (cf. article 34).

**Allocation of an available room is subject to the formal signing in advance of a MULTI-RISK ACCOMMODATION/CONTENTS INSURANCE POLICY by the student member, who must also produce an insurance policy document in order to obtain the keys to his/her room.**

In the week following the handing over of keys, the student must send back the inventory form, duly completed and signed, to the ALEGESSEC reception, located in the "Résidence du Parc".

Failure to return the inventory form within the required time will be taken as acceptance of the condition of the room. Any damage not indicated upon occupation of the room will be charged when the final inventory is carried out at the end of the occupancy.

Access to the ALEGESSEC computer network may be suspended in the event of repeatedly late payment of monthly fees or failure to complete all the required paperwork.

## **2. ORGANIZATION OF COMMUNAL LIFE**

### **ARTICLE 7: Representation of members**

#### ***Responsibilities of representatives:***

The role of representatives consists of the following:

- Representation of all student members at ALEGESSEC Board and General Assembly meetings, as board and council members,
- Communication of issues expressed by student members regarding communal life,
- Proposal of potential improvements to living conditions.

#### ***Designation of representatives:***

The members of each residence will elect, for 1 year and for all procedures deemed necessary, three incumbent representatives and three deputy representatives. These representatives will participate in the ALEGESSEC Board and General Assembly.

They may also be assisted by students in charge of the internal running of each hall of residence.

## **ARTICLE 8: Use of communal areas and facilities**

Communal areas correspond to all non-private areas accessible to all student members.

These areas are the responsibility of all student members.

They are collectively responsible for all facilities and furnishing available to them in the communal areas.

In the event of damage or wear and tear caused by students in communal areas, an estimation of the repair work necessary will be made and invoiced, for payment by the student(s) identified as responsible. If their identity cannot be established, by default the entire group of students occupying the residence and the time of the incident(s) will be invoiced.

A specific room per residence is available to students for event or parties.

Application for use of this room must be made in advance, in writing and signed by the student(s) by means of a form available at the reception of the "Résidence du Parc". Requests of this nature must be sent on to ALEGESSEC a minimum of 48 hours before the planned event.

Only student members of ALEGESSEC living in the residence planned for the event may make such a request.

Under no circumstances will a request to hold an event in a hall of residence be accepted if an event is already due to take place on the same day on the ESSEC campus.

An inventory of the room will be carried out before and after the event. At the end of the event, the room must be clean and tidy.

Any necessary repairs will be invoiced to the people in charge of organization of the party/event or, by default, to all occupants of the hall of residence in question. The cost of any repairs will be added to the following monthly fee payments or, by default, deducted from the beginning-of-year security deposit.

- On Friday evenings and at the weekend, use of the room may not go beyond 2am.
- During the week, use of the room may not go beyond 10.30pm.
- Peace and quiet must be maintained in the communal areas during the daytime.

Use of the multi-gyms at the "Linandes" and "Hauts de Cergy" halls of residence is subject to students respecting the charter stipulating the rules and behavior in the multi-gym(s) and laid out by the "Bureau des sports du groupe ESSEC". This charter is on display in each multi-gym (cf. appendix 1).

Use of service lifts is strictly forbidden.

In accordance with the 15 November 2006 decree concerning smoking, it is strictly forbidden to smoke in any communal or semi-private areas.

## **ARTICLE 9: Safety**

Access to each hall of residence is protected by an access control system and interphone enabling visitors to call residents in their rooms. An emergency number is also available to residents. Students are required to meet visitors in the hall entrance.

Each student is responsible for the behavior of his/her visitor(s) in ALEGESSEC halls of residence.

Any loss of entrance badge or key must be reported immediately to ALEGESSEC.

Residents must also report any unusual incidents/behavior to a member of ALEGESSEC staff.

Residents must take part in the fire drills regularly organized by the association and are required to respect the safety instructions displayed in each hall of residence.

All fire-prevention and safety facilities and materials are the responsibility of residents.

Any vehicle parked on the residences car parks must be covered by a valid insurance.

**Any misuse of safety equipment (e.g. fire extinguishers) will be dealt with very seriously.**

The presence of illegal substances or those of a defensive/offensive nature (including 6<sup>th</sup> category firearms) is strictly prohibited.

### **3. RULES FOR OCCUPATION OF ROOMS AND SEMI-PRIVATE AREAS**

#### **ARTICLE 10: Responsibility**

Each student member is individually responsible for the fixtures and fittings available within his/her private living area. Students sharing semi-private living areas are collectively responsible for the fixtures and fittings made available to them. In the event of damage or wear and tear caused by residents or their guests in the bedrooms and semi-private areas, an estimation of the cost of repair will be paid for by those responsible.

#### **ARTICLE 11: Equipment**

Under no circumstances must any alteration be made to the electrical or telephone equipment, the water distribution and drainage system, the heating, the ventilation or any fixtures and fittings. The buildings are fitted with private extensions for each resident, so the installation of a personal telephone line is not authorized.

It is strictly forbidden to add electrical appliances such as refrigerators, freezers, washing machines, tumble dryers or dishwashers.

#### **ARTICLE 12: Fixtures and fittings made available to residents**

Any fixtures and fittings available on the premises must be restored to the place in which they were found in good condition. Any loss, breakage, or deterioration of materials in a bedroom/semi-private living area (kitchen, bathroom, showers, toilets etc.) will be evaluated and the cost of repairs deducted from the beginning-of-year security deposit. An inventory is carried out at the beginning and end of a student's occupancy.

Each student resident must indicate to ALEGESSEC any malfunctioning of materials or equipment made available to him/her. Maintenance is carried out by ALEGESSEC free of charge, except in the event of deliberate misuse.

#### **ARTICLE 13: ALEGESSEC right of entry**

ALEGESSEC owns a copy of each bedroom key. Student residents must leave access to their room/semi-private living area free on all occasions so as to ensure that the safety of all and upkeep of the premises can be guaranteed in the event of access being necessary (due warning is given in this event).

#### **ARTICLE 14: Temporary or permanent loss of badge and/or key**

When a student has forgotten or lost his/her badge or key, he/she may ask for the copy from ALEGESSEC during administrative hours. In the event of a badge or key simply being forgotten, ID or a deposit will be requested.

In the event of permanent loss, the cost of the new key or badge will be debited directly on the monthly fee (cf. tariff indicated on the inventory form).

In the event of losing/forgetting a key or badge at night, at the weekend or on a public holiday, the student resident may contact the round-the-clock security personnel who will send someone to open up. The cost of the operation, plus the possible replacement of the key/badge will be covered by the student and debited directly (cf. tariff on the form given to the student by the security staff).

In the event of a student repeatedly forgetting a key or badge, ALEGESSEC will invoice the administrative costs on the student's monthly fee (cf. tariff scale on the inventory form).

#### **ARTICLE 15: Rules pertaining to hall of residence life**

Events or parties are prohibited in the private and semi-private living areas.

Peace and quiet must be maintained in the private and semi-private living areas during the day. Each student resident must ensure that the working conditions of their fellow students are not disturbed at all times of the day.

The cleaning of private living areas is at the cost of residents.

The cleaning of semi-private living areas (excluding the "Résidence du Parc") is also at the cost of residents.

The semi-private living areas of the "Résidence du Parc" must be kept in good condition collectively.

Rubbish bins must be emptied and sorted every day but must not be left in the corridors or living areas.

Trolleys are strictly forbidden in the halls of residence.

Animals are forbidden.

Bicycles must not be left in private, semi-private, or communal living areas, but in the premises designed for bicycle storage. Each bicycle must be clearly marked with the owner's name.

In the event of non-respect of these rules, ALEGESSEC will apply sanctions to the resident(s) responsible.

#### **ARTICLE 16: Theft, loss, deterioration**

The association insurance policy only covers the contents belonging to the association and its civil responsibility.

The association is not responsible in the event of theft, loss, or deterioration of the personal belongings of residents. Residents are covered by their own contents/accommodation insurance (cf. article 6: room occupation procedure).

### **4. ACCESS TO HALL OF RESIDENCE COMPUTER NETWORK**

#### **ARTICLE 17: Rules for use**

The computer network available in the halls of residence is a sub-section of the ESSEC Business School network.

Use of the network is strictly reserved for students of ESSEC Business School.

The cost of accessing the network is incorporated into the cost of each student's accommodation.

Use of the network is subject to the rules pertaining to computing resources as laid out in the general rules and regulations of ESSEC Business School. This is available for consultation in the ALEGESSEC offices and a copy is given to every student at the beginning of his/her program of study.

Use of the computer network in the halls of residence is regulated by the ESSEC Business School computer network access charter, which can be found in the appendices to the ALEGESSEC rules and regulations (cf. appendix 3).

Use of the halls of residence computer network also requires students to respect the Renater charter for proper use of the network, also to be found in the appendices to the ALEGESSEC rules and regulations (cf. appendix 2).

Membership of ALEGESSEC implies recognition of the terms of the Renater charter.

#### **ARTICLE 18: Access procedure**

Procedure for accessing the network is laid out in the charter for accessing the ESSEC Business School network from halls of residence. This becomes valid once a student has successfully completed the administrative and pedagogical integration process and received his/her login and personal password.

Access to the network may be suspended upon request by the ALEGESSEC service in the event of non-payment of monthly fee or repeatedly late payment of monthly fee.

Access to the network may be suspended by the Head of Information Systems department in the event of non-respect of the terms of the Renater charter for proper network use, the ESSEC Business School charter for network access via halls of residence, or the ESSEC Business School general rules and regulations.

### **5. FINANCIAL CONDITIONS**

#### **ARTICLE 19: ALEGESSEC association annual membership fee**

Every member of the association must pay for the annual membership fee. The amount of the membership fee (see membership form of the reservation file) is set each year by the board. The payment of this annual membership fee is carried out by cheque or bank transfer and must be enclosed with the sending of the reservation file. The payment of the annual membership fee will be cashed as soon as the reservation has been received.

## **ARTICLE 20: administrative fees**

Payment of administrative fees must be enclosed to the reservation file. Its amount (see additional membership clause form of the reservation file) is set each year by the board. The payment of administrative fees is cashed as soon as the reservation has been accepted and, from this moment, it is not refundable.

## **ARTICLE 21: monthly fee**

The monthly fee is set each year by the board. The amount decided takes into account the conventions agreed with the State and the proprietor:

The monthly fee includes among others:

- Contribution to monthly fee and service charges,
- Heating, hot and cold water,
- Electricity,
- Maintenance works of rooms,
- Cleaning of communal areas,
- Cleaning of semi-private living areas in the "Résidence du Parc",
- Amortization of various fixtures and fittings,
- Housing tax (excluding television license),
- Campus shuttle service,
- Access to computer network.
- Car parks

## **ARTICLE 22 : PAYMENT OF MONTHLY FEES**

The monthly fee is due in the first week of every month. Payment of the monthly fee is carried out by direct debit on an account based in France. Only international student residents on a short-term contract may pay by bank card or bank transfer.

Cash or cheques are not accepted.

The monthly fee due for each month must be paid in full.

Under no circumstances can the final monthly fee be deducted from the beginning-of-year security deposit.

## **ARTICLE 23: Security Deposit**

Payment of the security deposit, the amount of which is set each year by the board, must be made by cheque or bank transfer along with the enrollment application. The payment of the security deposit will be cashed as soon as the reservation has been received.

The security deposit will be reimbursed, subject to the inventory and on the condition that no communal areas have been misused, all monthly fees have been paid, in the two months following the end date of the contract with ALEGESSEC.

## **ARTICLE 24: Housing subsidy ("APL")**

All student residents who meet the administrative conditions of the "Caisse d'Allocations Familiales" (Family Allowance Fund) may apply for "Aide Personnalisée au Logement" (housing subsidy).

The conditions to be entitled to the subsidy are available for consultation on the CAF website [www.caf.fr](http://www.caf.fr)

For members meeting the administrative conditions of the CAF, ALEGESSEC will make up their files and send them to the CAF. The APL is received by ALEGESSEC for the account of the members and is deducted from their monthly fees.

If a student resident supplies erroneous documentation and/or makes an additional application for the APL, ALEGESSEC may, in the two years following his/her departure, reclaim a total or partial reimbursement of the financial assistance received during the period in question.

**International students from outside the European Community must obtain a D-class student visa and not a tourist visa. In the latter case, they will be automatically ineligible for rent rebate;**

**The visa must under no circumstances bear mention of a “residence permit waiver” as this would prevent the bearer from obtaining a residence permit.** The visa must bear mention of “residence permit application upon arrival in France”, even if the student in question is only staying for a short period of time.

## **ARTICLE 25: Termination of contractual relations**

### **1. Loss of ALEGESSEC association membership**

In accordance with the ALEGESSEC statutes, membership can be lost if any of these events occur:

- your resignation from the association
- your death
- the cancellation of your membership under the conditions provided for in article 34 of the present rules and regulations
- the mere fact of not being a student from the Essec Group anymore
- the termination of the occupancy title concluded between ALEGESSEC and the student.

In case of termination of membership, the ALEGESSEC association membership status shall lapse ipso facto. The student will have to pay for administrative fees and the annual membership fee to the association again if renewing his/her contract.

### **2. Termination of the occupancy title concluded between ALEGESSEC and the student:**

#### 2.1. Termination as of right

The occupancy title agreed between ALEGESSEC and the student stipulates a definite duration, of at least 4 months, chosen by the student, starting on the first of the month and ending on the last day of the month.

The occurrence of the expiry date agreed between the parties terminates the occupancy contract as of right.

#### 2.2. Early termination:

##### 2.2.1. At the request of the student:

Student may terminate his/her occupancy contract prior to the end date, by submitting written notification, via registered post with a form for acknowledgement of receipt, to the ALEGESSEC office and by giving a 3-month prior notice in accordance with the regulations applying to the student residences.

Prior notice can be reduced to one month in very particular cases:

- hospitalization or illness justified by the production of medical certificates,
- departure or ejection from the association or from the student program,
- apprenticeship or internship based outside the Paris area or abroad, upon validation by the Corporate/Student Relations department (“DREE”).

Any monthly fee due up until the end of the notice period will be required to student, even if he/she leaves the residence before the end of the notice period.

##### 2.2.2. At the request of ALEGESSEC:

ALEGESSEC has the right to terminate the occupancy contract prior to the end of the contract concluded with the student, by written notice sent by registered post with a form for acknowledgement of receipt. The termination will come into effect within one month after the first presentation of the registered post with a form for acknowledgement of receipt, in the event of

repeated or serious breach of the rules and regulations or in the event of non-execution by the student of his/her obligations, whether it is a financial obligation or any other obligation.

### 2.3. Common provisions

Termination of occupancy contract implies that student:

- hands in his//her keys and access badge to ALEGESSEC, Résidence du Parc, 7 avenue du Parc, 95020 CERGY-PONTOISE Cedex.
- makes his/her move out inventory together with the ALEGESSEC
- pays for any monthly fee due until the contract termination date.

#### **ARTICLE 26: Cancellation of reservation**

Student who has applied for membership can cancel his/her reservation request within 30 days prior to the scheduled occupancy date.

In this case, the security deposit and annual membership fee will be returned.

Administrative fees will not be refunded.

Beyond this period, penalty fees of 50% of the security deposit will be charged. These penalty fees will be deducted from the amount paid for security deposit. The annual membership fee will be refunded.

Administrative fees will not be refunded.

#### **ARTICLE 27: Contract extension**

During their stay, student residents may ask for an extension of the length of their stay by signing an additional clause (subject to availability of places).

#### **ARTICLE 28: Change of room**

Any change of room is subject to the invoicing of administrative fees (cf. tariff scale).

#### **ARTICLE 29: Cancellation/Expulsion**

All fees incurred by the cancellation of a contract, plus the due monthly fees, will be at the cost of the student resident.

## **6. SPECIFIC TERMS**

#### **ARTICLE 30: Domiciliation**

Associations created by students of ESSEC Business School may not use ALEGESSEC halls of residence from which to operate.

#### **ARTICLE 31: Obligation of student resident**

Non-respect of the rules and regulations may be punishable by the sanctions laid out in the present document.

#### **ARTICLE 32: Modification of the present rules and regulations**

The present rules and regulations may be modified upon the decision of the board.

#### **ARTICLE 33: Degradation**

Any obvious degradation of material, the premises, or furniture, or any disappearance of material placed under the responsibility of student resident(s) result in the person responsible for this degradation/disappearance covering the cost of repairs or replacement of the material(s) in question.

### **ARTICLE 34: Sanctions**

Student residents who fail to respect the terms of the rules and regulations may be subject to financial and/or disciplinary sanctions. ALEGESSEC reserves the right to not renew the contracts of student residents who fail to respect the present rules and regulations.

Sanctions may take the following forms:

- Suspension of access to the computer network,
- Community work,
- Official warning,
- Financial sanctions,
- Disciplinary hearing,
- Cancellation of contract and expulsion.

- Suspension of access to the computer network may be confirmed by the head of the student relations department, or the president and head of ALEGESSEC in the event of non-respect of the conditions of room occupation and in particular in the event of non-payment of monthly fees, repeatedly late payment of monthly fees or an incomplete application.

- Community work or official warnings may be confirmed by the president and head of ALEGESSEC in the event of non-respect of the conditions of room occupation and semi-private or common living areas or those pertaining to the general organization of communal life.

- All official warnings are confirmed in writing to the parents or legal guardian of the student concerned if he/she is under 18, as well as the head of the institution/program, whatever the student status.

- Disciplinary hearings are held for serious incidents or a second offence.

In the event of a serious incident or second offence, a commission is set up comprising members of the ALEGESSEC board: the chairman of the ALEGESSEC board and the director of the institution, as well as two representatives of the student body. Having heard the people concerned (students and heads of the association), the members of the commission decide upon the possible sanctions to be applied, which can go as far as permanent exclusion. This is decided upon by vote, with the chairman of the ALEGESSEC board having a casting vote. The student resident concerned by the hearing may be accompanied by an ESSEC Business School student. In the event of the student being permanently excluded from ALEGESSEC halls of residence, his/her presence is no longer permitted, including as a visitor. The decision of the commission is communicated to the director of the institution in writing, as well as to the program directors and the student's parents or legal guardian.

## **RULES AND BEHAVIOR IN THE FITNESS ROOM**

1. As long as you use the fitness room, you must be able to prove your membership to the ESSEC School with a student or a staff member card. The card can be requested at any time by any member of the Sports Office.
2. Sportswear is required, clean sports shoes, a pair of shorts, T-shirts and sweatshirts. Street wear is forbidden.
3. Before using the apparels, you have to put a towel on them in order to avoid spreading fungus infections and to keep them clean.
4. No smoking and no eating in this room...but don't forget your bottle of water.
5. After using material, please unload the weights or disks and put them away. In order to avoid accidents, weights and dumb-bells must be put away carefully.
6. During courses, you may not train on your own except if the trainer allows it.
7. Shoes are forbidden on the mat, as are chairs and tables. Furniture may not be brought into this room.
8. If you don't apply these rules, you will lose the right to practice any sport and to take part in any sports activities.

This is your room. Please be respectful for others and for the material at your disposal. Transmit the premises to future classes in the same good condition that you found them.

For further information, call the Sports Association at 01 30 30 53 90.

Thank you for your attention and understanding. Have a good practice session.

**Your Sports Association**

# CHARTER FOR THE PROPER USE OF INFORMATION TECHNOLOGY AND THE RENATER NETWORK

The residence network is a subset of the global network of the ESSEC Group.

The regulation of the use of data-processing resources, contained in the ESSEC Group General Regulations is entirely applicable to the ALEGESSEC residences. The student acknowledges having received a copy of these regulations.

The present charter defines conditions and regulations for accessing and using information technology and the Internet placed at students' disposal by (ALEGESSEC).

The information network belonging to (ALEGESSEC) is linked by the Renater network (Réseau National de télécommunications pour la Technologie, l'Enseignement et la Recherche) to a community of users working in the field of education, culture, and technology.

The Renater network exists only to transmit the traffic engendered by research, technological development and education.

The information technology and Internet services of (ALEGESSEC) are at the disposal of users for purposes of teaching, culture, research and the dissemination of scientific and educational material.

Because a network is characterized by the interdependence of its users, trouble or malicious behavior can affect the entire community. For the proper functioning of the network and with respect for users, [ALEGESSEC] subscribes to a code of good conduct that must be respected by users of the Internet.

To access Renater services, users must commit themselves to the terms of the present charter.

## **I – Principles to be respected**

### **1. Objective of use**

Access to information technology and the Internet is strictly personal and non-transferable. This access is for professional reasons, that is, education, research, technical development, technological transfers, dissemination of scientific, technical and cultural data, and the experimentation of new services presenting a technically innovative character.

On this topic, it is forbidden to use the Internet via Renater for commercial or personal reasons (other than within the framework of educational, research or cultural activities), or for recreational purposes (network multimedia games or others).

The user may not, under any condition, give access for commercial purposes or other reasons, with or without remuneration, to the Renater network to third parties.

### **2. Loyal use of the network**

Any operation offered to the general public, whatever its name, to encourage the hope for profit to be gained by chance, notably lotteries, is strictly forbidden.

All users are responsible for the rational use of the network resources to which they have access and must avoid abuse or excessive use of these resources.

More particularly, users must:

- Abstain from any malicious use intended to disturb or attack the network being accessed.
- Use the network carefully to avoid creating or generating data that will saturate the network or wear out resources and equipment.
- Apply the safety recommendations of the institution that provides the link.
- Notify staff of any attempt to break into one's account or intrude in equipment.

### 3. Legality of exchanged contents

#### a) Respect for intellectual property rights

The data exchanged over the Internet must have been obtained legally and must not attack third parties. The user of information technology resources and the Internet must respect the intellectual property rights of third parties and more particularly:

- Software on the network or independent machines can be used only within the terms of its license.
- Commercial software cannot be copied except for one backup copy.
- Intellectual property rights governing published work (books, logos, music, pictures, software...), must be observed in that there is a prohibition to use, reproduce or operate it without the written authorization of the author or copyright holder.

#### b) Respect for personal rights

It is forbidden to attack the private lives of third parties by any means whatsoever and notably through the transference of an image or documents that are confidential or private.

Generally speaking, users must respect the personality, intimacy and private lives of others, including minors.

#### c) Respect for public order

Renater cannot be used for provocation and, on this topic, users must act in accordance with respect for public order, avoiding any provocation or malicious acts of any kind whatsoever (troubling public order, inciting to racial hatred, terrorism, or suicide) or the dissemination of any message that is violent in nature and attacks human dignity.

### 4. Confidentiality

Users must respect the confidential character of contents and commit themselves, in particular:

- To not reading, copying, divulging or modifying the files of another user without having been explicitly authorized to do so by the owner or author,
- To not intercepting communications between third parties.

## II - Possible sanctions

Users not observing the rules explained in this charter will be exposed to disciplinary sanctions and/or refusal of the right to access the Renater network. In addition, they may be subject to penal sanctions.

## **ACCESS TO THE ESSEC BUSINESS SCHOOL NETWORK FROM STUDENT HALLS OF RESIDENCE**

(version in application June 2, 2008)

ESSEC Business School has implemented a series of regulations and charters designed to control use of the computers and networks belonging to the institution. So as to facilitate administration of all computer services on the student hall of residence network, and to ensure proper use is made of the resources outlined within the charter, certain regulations are applied to the use of these services.

Please note that amendments may be made to these regulations at any time.

### **COST OF THE SERVICE**

The service for accessing the network from halls of residence is incorporated into the cost of a student's monthly fee.

This service includes use of the network towards School services.

Access to external services is also possible at no further cost. It is controlled by a system that guarantees proper use by all and certain limits exist that deny access to certain services for legal or ethical reasons.

The contribution to the operating costs of the network does not consist of a subscription to a service: it cannot be separated from the student's monthly fee nor reimbursed in the event of technical problems, whatever the reasons for any such problems.

### **ACCESS TO THE NETWORK**

The network is protected by an authentication system ensuring that only people belonging to an ESSEC Business School establishment and holding a valid membership with ALEGESSEC may access the available services. To access the network, users must enter the username and password that they also require for accessing work stations available on campus and the WiFi network.

No additional software needs to be installed on the work station in use. Only the settings specific to the operating system may require modification. The User Support Service may provide assistance in the event of difficulties in changing the settings.

When accessing the network, each work station is allocated a temporary IP address. When accessing from outside the ESSEC network, this address is substituted for another one via a Network Address Translation system (or "NAT"). Internal and external IP addresses are not fixed for a given user. They must in no cases be used for personal use.

Accessing the network is authorized per work station, and cannot be shared. The connection of equipment such as a router, switch or WiFi appliance is not permitted. In the event of improper use, the access point may be de-activated by the administrators.

### **USE OF THE BANDWIDTH**

Priority use of the ESSEC Business School network is given to pedagogical, research and administrative activities. Particular attention is paid to the speed of access.

ESSEC Business School modulates and enhances the bandwidth available in the network according to statistical analysis of preceding usages of the network and the availability of finances.

Despite the efforts invested in ensuring that an effective bandwidth be available to all users on campus, certain periods of high activity may reduce the performance level of the service, for as long as an increase in bandwidth is not implemented.

In order to fully assess the impact of this restriction, web traffic is subject to specific regulations so as to ensure that priority users do not encounter problems with the service.

### **TYPE OF USES**

#### **TOTAL BANDWIDTH AVAILABLE**

The total bandwidth allocated to the student hall of residence network for access outside the campus is 64 Mbps. When this amount is reached, the bandwidth is shared equally by all users, with priority respected according to the rules set out below.

Use of the network is forbidden, restricted, prioritized or authorized according to the type of service.

### FORBIDDEN USES

ESSEC Business School oversees access to Internet sites by means of a tracking tool developed by the company Websense, one of the world's market leaders. These tools make it possible to classify each site and filter as necessary.

Via the hall of residence network, the following categories of websites are forbidden and, therefore, blocked:

Websense category	Nature
"Adult content", "Nudity", "Sex"	Sites of unsuitable and/or illegal content
" Hacking"	Computer hacking
" Games"	On-line games
"Gambling"	On-line gambling
"Illegal or questionable"	Illegal or dubious content
"Racism and hate"	Sites designed to provoke racism or other prejudices

In addition, certain types of flow that are technically incompatible with a collective network (as opposed to a general public ADSL subscription) are not accepted.

In the event of a website being erroneously blocked and access to which is required for a pedagogical project, the user(s) should inform the Support Team of the problem. Once the site has been checked and the request authorized, access will be re-established upon due justification being provided.

### PRIORITIZED OR RESTRICTED USES

In order to ensure fair and equal access to the network for all users, and to avoid pedagogical use being obstructed by personal use, significant consumption of the bandwidth for certain projects is treated in a particular way.

For certain categories of use, relative priority may be attributed. The service may also be restricted, with only a part of the maximum bandwidth being made available. When this volume is reached, new users may access the service, but the bandwidth is then shared between all active users.

Finally, certain "peer to peer" file sharing protocols (such as BitTorrent, Gnutella, and eDonkey) are blocked and under no circumstances may be used.

### ANALYSIS OF WORK STATIONS AND SECURITY MEASURES

In accordance with standard professional practice, the Department of Information Systems collects a certain amount of information on the use of the services and networks. These data (generically known as "log files") provide information on the nature of the computer activity but not on its content.

In particular, e-mails are analyzed by anti-virus tools. However, the content of e-mails is not subject to specific analysis.

Log files are an essential source in helping solve network and system problems, as well as making it possible to analyze attacks on a computer situated on campus.

The IP address, as well as the identity of the user and the data from the session, are saved and stored solely for legal purposes relating to Internet access providers. This information is stored for 1 year. The collection and storage of personal data is declared to the CNIL, in accordance with the "Computing and Liberty" law. The information collected may be passed on to the authorities in line with the legislation currently in place.

Computers connected onto the network may also be subject to analysis to check their susceptibility to virus attacks upon their first access. In the event of the Department of Information Systems detecting a problem, the computer's access to the network may need to be reduced or even blocked altogether, until such time as the problem has been resolved. The Support Team may assist in locating the source(s) of the problem and the choice of solutions.

The network administrators also perform permanent checks of the network in order to detect any systems showing traces of viruses, Trojan Horses or any other forms of intrusion that represent a risk to the system. In the event of any such problems being detected, the system(s) in question may have their network access limited and/or blocked.

### GENERAL USE

The computers and networks belonging to ESSEC Business School are used in respect of the rules and charters drawn up by the School, as well as the national legislation in application.

Similarly, all computers that do not belong to ESSEC Business School but which use the networks must respect the same regulatory and legal conditions.

Restrictions include commercial activity, profit-making or advertising activity, and the selling on of network access to other users.

Illegal activities such as fraud, harassment, software piracy and copyright infringement are strictly forbidden. In addition, IP Spoofing, traffic analysis (or “packet sniffing”), the willful spreading of viruses or any other activity likely to harm the functioning of the networks constitute serious abuse of the rules relating to proper use of the computing facilities.

NOTE: not all the possible uses that can be made of a computer or network necessarily constitute legitimate practice.

### **RESPONSIBILITY OF USER**

Each user is responsible for his/her computer, the network connections, and the use made of any connection. He/she may be held responsible in the event of non-respect of the regulations involving his/her computer and/or identity.

Each user is also responsible for the safety and security of his/her computer. A secure administrator password must be used, the latest system and software updates must be installed, a firewall must be in place and the latest anti-virus installed at all times.