

Computer and Network User Agreement 2020-2021

Each User agrees to read and respect all of the provisions of this charter.

Each User is personally responsible for the use of the resources made available to them. They shall therefore not undertake any operations that could adversely affect the proper functioning and safety of Efrei Paris' activities.

Chapter 1 – Terms and Conditions

The terms used in the IT charter correspond to the definitions given below:

- ✓ **User:** concerns any person authorized by the Information Systems Department (DSI) to access Efrei Paris' IT resources.
- ✓ **IT Resources:** are considered as such all IT resources and means of communication made available by Efrei Paris to users whether they are physically present on the Efrei Paris campus or not. They consist of:
 - resources
 - ✓ servers ;
 - ✓ computers, connected or not to the network, and connected or not to the internet;
 - ✓ tablets, smartphones and phones;
 - ✓ network equipment such as switch, WiFi router, etc.;
 - ✓ supplementary items such as modems, printers or scanners;
 - monitoring systems to control access to the premises;
 - telecommunications networks, such as internet connection, WiFi network, Ethernet and/or remote connection (Virtual Private Network, "V.P.N.");
 - means of communication and exchanges, such as e-mail, videoconferencing, collaborative and information sharing tools;
 - software installed locally on the hardware, or accessible in the "cloud." External IT resources accessible by means of telecommunications, internet, etc.
 - processing, storage and backup services, installed locally on the equipment, or accessible in the "cloud";
 - All the information stored on said computers and equipment.
- ✓ **Computer Network:** is the set of technological means permitting access to IT resources, access being locally on Efrei Paris' sites, or remotely.
- ✓ **Network Administrator:** is the Director of Information Systems or a delegate explicitly designated by the latter. He ensures the quality of these systems as well as respect for the rights and duties of Users. He manages IT resources and has extensive rights to do so.

- ✓ **D.P.O.:** Data Protection Officer, Personal data protection officer, appointed by Efrei Paris to the CNIL.

Chapter 2 – Objective

This charter for the use of IT resources and means of communication (hereinafter "**The Charter**") is addressed to all users and is intended to:

- contribute to the security, integrity and proper functioning of IT resources;
- prevent uses detrimental to the User, to Efrei Paris, and / or prejudicial under the law;
- raise awareness of the confidentiality of information, in particular that of a personal nature.

The resources are made available to Users for professional or educational purposes, within the academic framework of Efrei Paris.

The Charter is complemented by the IT procedures and user guides for the various IT tools in use within Efrei Paris.

Unless expressly authorized, IT Resources may not be used for other purposes, in particular personal. The charter is binding on all Users, regardless of their status (student, apprenticeship contract, professionalization contract, intern, guest student...).

The Computer Charter is communicated to Efrei Paris students and attached to the regulations of studies and the regulations of the Campus.

Chapter 3 – Terms of Access

The right to use IT Resources is subject to prior written authorization.

This authorization is strictly personal and cannot be transferred, even temporarily, to a third party, unless specifically authorized by the Management. This authorization is granted on a temporary basis.

The authorization is only valid for activities that comply with Efrei Paris' missions, in accordance with the legislation in effect.

The extent of the IT Resources to which the User has access may be limited according to necessities and constraints imposed by the sharing of these resources with other Users.

Chapter 4 – Security Rules and Procedures for Use

All Users are responsible for their use of IT Resources. They must follow the recommendations provided by the Network Administrator and contribute to security.

Chapter 4.1 – Username and Passwords

To access IT resources, the User is assigned a personal ID composed of a User name and password.

This ID is strictly individual: it must not be communicated to anyone, not even to the Network Administrator. The User must ensure that it is kept confidential.

The ID (including the Student ID number) is deactivated upon final departure of the User within 6 months.

Chapter 4.2 – Respecting and Preserving Confidentiality

The information that the User is aware of within Efrei Paris is deemed confidential and must not be communicated to third parties.

The User must not attempt to read, copy, modify or delete the files of another User without sound agreement.

The User must not attempt to exploit or access information that is not strictly necessary for their academic work.

The User must take care to preserve the confidentiality of information, especially when accessing it for themselves (print or display on screen).

It is strictly forbidden for any User to:

- hide their true identity;
- usurp the identity of others or try to decipher it;
- set up or use a program intended to circumvent security;
- attempt to intercept a communication which is not intended for them.

Chapter 4.3 – Connecting Equipment

All Users must respect the guidelines for connecting equipment (whether provided by Efrei Paris or not) to communication networks, as indicated by the Network Administrator.

Chapter 5 – Rules and Regulations

Having access to IT resources means being responsible for them. Their use should be limited to professional or academic use (games are not allowed).

The following are therefore prohibited without the prior authorization of the Network Administrator:

- the installation of software on the equipment made available by Efrei Paris;
- copying software or other resources for any purpose;
- circumvention of protection tools and / or restrictions on the use of software and communication networks;
- modification of the tool settings;

- opening or saving a file suspected of containing a virus;
- leaving free access to equipment connected to the computer network, including personal equipment (fixed or laptop computer, or smartphone), in particular by not locking its User session;
- the opening of network services (FTP, Web, Telnet, etc.).

Chapter 5.1 – Emails

Efrei Paris is responsible for all use of the system and is therefore automatically engaged should inappropriate information be sent.

The User is required to regularly consult their mailbox and respond to messages accordingly.

They are invited to remain courteous, attentive and careful.

Mass sending of messages to external recipients must be done with the department responsible for external communication and with the prior agreement of the Network Administrator.

Chapter 5.2 – Internet

Internet access is made available to the User for professional or academic purposes.

Private use is tolerated as long as it is casual and does not risk impairing the quality of service by excessive use of IT resources.

The User is committed to a cautious attitude towards the sites consulted so as not to compromise the security of computer systems.

Access to sites in the following categories is prohibited:

- sites with illegal content;
- pornographic sites;
- sites linked to sects;
- revisionist sites;
- gambling sites;
- sites for the sale of arms;
- sites inciting hatred, violence, racism, drug or alcohol use.

Chapter 5.3 – Malfunctions and Anomalies

Any malfunctions or anomalies found in the use of Computer Resources must be reported to the Network Administrator as soon as possible at the following email address: support@efrei.fr or, in an emergency, by phone.

Chapter 6 – Personal Data Protection

Efrei Paris is committed to ensuring that the collection and processing of personal data necessary for its business, its regulatory commitments and its requirements, are in line with the General Data Protection Regulation (GDPR) from 27 April 2016 and the Computer and Freedoms Act of 6 January 1978.

In order to meet these requirements, the User, as part of their functions, shall take any precautions in accordance with the practices and the latest developments to protect the confidentiality of personal information they have access to, and to prevent it from being communicated to persons who are not expressly authorized to receive it. This commitment to

confidentiality applies without limitation of duration, its violation exposing the User to disciplinary and criminal sanctions in accordance with the regulations in effect.

The User wishing to set up an operation using personal data will have to contact the DPO before proceeding with it.

The User who notices a data breach will notify the DPO as soon as possible.

The User wishing to exercise their rights over their own personal data will submit their request to the DPO.

The DPO can be reached at dpo@efrei.fr.

Chapter 7 – Tracking Access to IT Resources

The User is informed that all IT Resources are monitored in accordance with applicable legislation, for the purposes of regulatory or functional traceability, optimization, safety, detection of abuse and fraud, as well as for statistical purposes.

As such, file records identify any connection or attempt to connect to IT Resources, for a minimum duration of three months and a maximum of 12 months, according to regulations applicable to the type of data stored.

The information collected may consist of:

- the User's ID;
- the ID of the User's correspondents (without the last 4 digits of their phone number);
- the identifier of the resource used;
- the date and time of the event;
- content created, accessed, modified, transmitted or deleted.

Individual controls are limited to examining information that reveals abnormal or illegal use of the means made available.

Chapter 8 – Code of Ethics for IT Systems

Chapter 8.1 – Intellectual Property

The use of software and more generally any document (file, image, sound, etc.) must be carried out in compliance with intellectual property law (Law 92-597 of July 1st, 1992) and the commitments made by Efrei Paris (including licensing agreements). Counterfeiting is a criminal offense that is subject to criminal sanctions.

The following are not permitted:

The installation of any software on an Efrei Paris computer resource without prior authorization from the Network Administrator;

The use of software in a non-licensed manner (for example: commercial use of a tool registered under an Education license);

The reproduction, dissemination or diversion of copyrighted or privately protected works without authorization from their owner, including creations belonging to Efrei Paris.

Chapter 8.2 – Data Collection

Unless specifically authorized by the person concerned, the User must not collect information revealing directly or indirectly "racial" or ethnic origin, health, life or sexual orientation, political opinions, philosophical or

religious beliefs, union membership, genetic or biometric data.

The User should avoid any qualification that may be perceived by the target person as denigrating, insulting or infringing on their privacy.

Chapter 8.3 – IT System Integrity

It is forbidden to engage in actions using Efrei Paris IT Resources that knowingly jeopardize the security or operation of Efrei Paris IT Resources or a third-party system. A simple intrusion attempt alone constitutes an offense, even if this does not result in any alteration of the data or the functioning of such systems.

Intercepting or attempting to intercept a communication between third parties not intended for the User is also forbidden.

Chapter 8.4 – Privacy and Image Rights

The User must not disseminate information (text, image, sound) likely to undermine the reputation or the image rights of Efrei Paris, its employees or its students.

Chapter 9 – Liability and Sanctions Incurred

Everyone must be aware that the use of IT resources is part of a precise and public legal framework, which provides for criminal, administrative or professional sanctions. The necessity to repair the damage done to others must be on everyone's mind.

In the event of non-compliance with the charter, the User may have their access rights suspended or withdrawn as soon as they violate their obligations or break the law. The Network Administrator is separate from the Disciplinary Board and will impose sanctions immediately if necessary

In the event of a criminal offense or damage, legal action may be taken by Efrei Paris.

Chapter 10 – Start Date

The provisions included in this Charter apply to any Efrei Paris IT User starting September 1st, 2019.

I, the undersigned, acknowledge that I have read the present network user agreement. I request authorized access to the computer resources and commit to obeying the rules and regulations stipulated in the present agreement.

Last Name:

First Name:

Please **handwrite** the phrase
“Certified correct and agreed to”

Date and signature: