# General conditions for on-campus services provided to learners' partners

#### 1. Introduction

The objective of the present general conditions for services (hereafter "Conditions") is to define the rights and obligations of the partners of learners enrolled in a program at EESC HEC Paris, in the context of their admission to the campus.

# 2. Definitions

In this document, the following terms have the following meaning:

"Partner": any person designated as such at HEC Paris by the relevant learner.

"Services": all the services listed in article 3 of the present Conditions.

"IT Resources": software and computer equipment, means of storage, means of providing information for making calculations or managing premises, means of exchanging and providing information, servers and networks belonging to or operated by HEC Paris, particularly those to which it is possible to connect remotely, directly or in cascade from the network administered by HEC Paris.

"Library Resources": all software, databases and licenses for on-line access to documentary resources accessible on the HEC Paris premises or remotely.

"Resources": all Services, IT Resources and Library Resources.

# 3. <u>Services provided</u>

In the context of the present document, HEC Paris provides the following services to Partners:

- Card with picture giving access to the campus and its facilities including the Fitness room and the Learning Center
- Email address with the format <a href="mailto:surname@partners.hec.fr">surname@partners.hec.fr</a>
- Payment facilities for catering services (including vending machines), printing and photocopying with credit rechargeable on-line
- Access to the "My Life on Campus" section of the Intranet (<a href="https://portal.hec.fr/campus">https://portal.hec.fr/campus</a>)
- Access to the "Student Affairs" Newsletter
- Access to the Family Room. Kids remain under the responsibility of their parents or accompanying adults. (currently being built: delivery planned for 2020)
- Access to baby changing tables in buildings S, T and M
- Access to the S Building Baby Room (Reserved for MBAs' Partners)
- Administrative support for renewal of resident permits
- Administrative support for health cover (Social Security and insurance)
- Enrollment in the Partners Club (Mandatory membership of 5 €) and provision of an activities schedule
- Access to cultural events organized on the campus
- Access to French lessons (depending on the number of seats left in classes)

- Access to the Language Resource Center (Building L upper floor) with the same services as learners: Borrowing language methods, SpeakEasy conversation sessions, CV proof-reading Service in French, language self-studying, French language test (Only for the test: € - TBD)
- Access to the French conversation sessions organized on Mondays from November to May at the Médiathèque (city center) by the Twinning Committee of Jouy-en-Josas (Levels A2/B1 and B2/C1 - Membership fee of 15 € and 12 € per session - Point of contact: jumelage.jouy@gmail.com)
- Welcome cocktail
- Possibility of participating in the "Inclusive and Social Business Certificate" (for selected applicants: Reserved for MBAs' Partners 3 000 €)
- Provision of proof of address for administrative purposes (Partners living on campus)

It should be noted that the Services made available may change over time and be modified by HEC Paris without notice.

### 4. <u>Charter of Partners' rights and obligations</u>

#### Access conditions

The use of Resources and connection of computer equipment to the network are subject to the authorization of the HEC Paris administration.

Use of Resources is conditional on the acceptance and signature of the present Conditions and is reserved for learners' Partners.

Means of access to Resources (username, password, card...) provide the rights defined in relation to the Partner's status. These rights are allocated only for the duration of the course attended by the learner at HEC Paris and will cease to exist when the learner ceases to be registered at the school.

The means of access are strictly personal, and should under no circumstances be communicated to third parties, including other Partners. For this reason, each Partner is responsible for the actions carried out with his/her login details. If these details are lost or stolen, the Partner undertakes to contact the IT support team who will take whatever action they judge to be necessary.

#### Email service

HEC Paris supplies each Partner with an email address ending in @partners.hec.fr.

Each Partner is responsible for making good use of the email service made available to them. They thus undertake to apply the directives of the present charter for the entire duration of their use of that email service.

HEC Paris may also modify the email service (withdrawal of additional services, modification of configuration, change of email system). In such cases, the Partner undertakes to accept the modifications made by HEC Paris and to facilitate related operations.

If, for any reason whatsoever, the learner leaves the course without a degree or certificate, access rights and access to the email address will be withdrawn without notice.

The email address is provided to facilitate exchanges within the HEC Paris community. The email address must in no way be used for professional, commercial or associative ends, with the exception of HEC Paris student associations.

The obligations contained in this charter apply for the whole time that the email address is in use, i.e. until the learner ceases to be registered at HEC Paris. The Partner may at any time release themselves from these obligations by requesting the closure of their email address (see "cancellation" section below).

#### Conditions of use

Access to Resources is strictly limited to the following free, unremunerated activities:

- Educational Activities;
- HEC Paris student associative activities;
- o Activities related to integration within the HEC Paris community.

Use for projects that are not explicitly within the field of activities of HEC Paris is strictly forbidden without prior, written authorization from the Directors of HEC Paris.

It is in no way a personal or private area. In particular, it is forbidden to use the Resources to carry out work, paid or otherwise, for individuals or bodies external to HEC Paris.

The use of Resources must be sensible and fair in order to avoid saturation or misappropriation.

Connection of personal computer equipment to one of the HEC Paris networks is entirely the owner's responsibility and it is up to the latter to take standard precautions (antivirus, backup/restoration of data).

That part of the IT environment that encourages collaborative work, including the email system, is hosted in the cloud. The data confidentiality rules are those applied by the provider of this cloud for all the services that it hosts; they are available on its Internet site.

Furthermore, the access provider directly manages email logs, antivirus and antispam. To this end, it collects personal data relating to the Partner. By using this service, the Partner accepts that the personal data that he/she enters are hosted outside the European Union. In order to protect any documents stored in this collaborative area, the Partner undertakes to encrypt them using tools such as 7ZIP and encode them using AES 256.

Since HEC Paris is connected to the Internet through the operator RENATER, all Partners are obliged to respect RENATER's principles and recommendations in terms of use and security, including the ethical charter that may be found on <a href="https://www.renater.fr">www.renater.fr</a>.

# • Respect for rights of ownership and licenses

It is forbidden for Partners to make copies of software made available to them or to use it in ways that are not in accordance with the prescriptions of its authors or of the company that makes it available to HEC Paris.

The reproduction and/or dissemination of commercial software, database contents and in a general fashion any literary, artistic or musical creation, for any reason whatsoever, is strictly forbidden and would be treated as a counterfeiting with penal sanctions.

## • Responsibility for content

The Partner is responsible for what he/she writes or puts online. The use of the corporate identity of the HEC Paris Internet site, logos or brands is subject to prior agreement from the Directors of HEC Paris.

#### The Partner undertakes:

- Not to disseminate or publish content of which he/she is not the author or for which he/she does not hold written authorization from the author and not to transfer outside HEC Paris messages sent over the HEC Paris network that are of a confidential nature or contravene the rules of the present charter;
- 2. Not to make any use of personal data or educational content to which he/she has access;
- 3. To use the email system as a specific tool for communication between individuals and not as a tool to disseminate general information;
- 4. Not to pester other users with unwanted messages nor to post or disseminate illegal information (abusive, pornographic, defamatory, racist...);
- 5. Not to try to read, modify, copy or destroy data for which he/she is not responsible, in the absence of explicit authorization;
- 6. Not to harm, by the nature of his/her communications or acts, the image or interests of HEC Paris.
  - Contributions to social networks and Internet sites

When making contributions to the social networks and Internet sites, the Partner must avoid making inappropriate remarks with respect to HEC Paris and its teaching and administrative staff.

Partners are forbidden from mentioning information that they have obtained through belonging to the HEC Paris community and from divulging the contact details of people who work there.

• Respect for the security of IT Resources

HEC Paris has introduced security measures to protect the IT Resources and personal data that are put online.

The Partner undertakes to respect these security measures, particularly not to seek by any means whatsoever to damage the integrity of the IT Resources, neither in the educational context nor during private use, and not to take any action likely to interfere with their performance.

## It is forbidden for Partners:

- 1. To introduce data or programs likely to perturb the performance of IT resources;
- 2. To try to intercept communications between users.
  - Use of resources

All Partners undertake:

- To report any attempt to violate their accounts and, more generally, any anomaly that they observe;
- To choose a secure, secret password and change it regularly;
- To maintain an up-to-date antivirus program on their computer and download the patches made available by software publishers relating to the security of the computer's operating system;
- Not to occupy any more disk space than is strictly necessary and to make optimal use of the file compression software in their possession;
- To carry out processes that make major demands on IT Resources (printing of big documents, large calculations, intensive network use, etc.) at times when they least penalize other users;
- To take responsibility for the rights that they give to other users on their computer or on areas made available to them by HEC Paris;
- Not to use any account (username) other than that to which they have access rights;
- Not to do anything whose objective is to mislead other users as to their identity;
- Not to try to appropriate or decipher other users' passwords;
- Not to try to restrict or prevent access to Resources by authorized users;
- Not to develop programs that are self-duplicating or that attach themselves to other programs (computer viruses);
- Not to modify either the hardware or software of jointly-used computer equipment.

If the Partner observes a malfunction or an anomaly in the resource being used, they should alert the IT support department, indicating which workstation is concerned and the nature of the anomaly.

It is forbidden to physically move any equipment or to modify in any way the methods by which equipment is connected to electrical, telephone or computer networks without prior, written agreement from the HEC Paris IT Department.

All Partners undertake not to carry out operations whose consequence could be:

- To interrupt the normal operation of the network or one of the systems connected to it;
- To access information belonging to another network user without his/her agreement;
- To modify or destroy information contained in any of the systems connected to the network.
  - Role of administrators and verification of use

Systems/network/DBMS/WEB administrators manage the machines connected to the HEC Paris network and the servers on which the various services available to Partners (Internet services, management applications, educational services, research and documentation services) are installed. To this end, and for maintenance and technical management requirements, use of resources and exchanges over the network may be analyzed and verified by administrators in accordance with the applicable legislation.

To this end, administrators have:

- The right to undertake any action necessary to the correct operation of Resources;
- The right to access, on the systems or networks that they administer, information necessary for problem diagnosis and administration of the said systems or networks;
- The right to establish procedures to monitor all tasks carried out on the Resources, in order to detect violations or attempted violations of the present charter;

- The duty to inform, insofar as possible, the Partner of any necessary intervention likely to perturb or interrupt normal use of Resources;
- The option to consult, *a posteriori*, data published in public and private areas made available for educational purposes, including, for example, Internet sites, collaborative work areas and forums, and to report any behavior that contravenes the present charter;
- The obligation to preserve and respect the confidentiality of private information that they may obtain while carrying out their duties;
- The right to take any protective measures (system shutdowns, deletion of access rights, digital locking of files, etc.) with a view to preventing saturation of Resources and to freeze the system state when problems occur related to system security;
- In the case of breach of the present charter, if the situation is urgent, the right to take protective action (in particular the suspension of access to the network or to all or part of the Resources) without prejudice to any sanctions which may result.

Every action involving the network and individual workstations is traced and its author can thus be identified. In particular, in the context of protective measures taken to prevent saturation of resources and to freeze the system state when there are problems related to system security, administrators can conserve various pieces of information, particularly related to emails (sender, recipient(s), dates and time of connection) and access to Internet sites. This type of record is only used for technical purposes. However, in the context of legal proceedings, the files can be made available to the justice system.

The HEC Paris IT department is responsible for guaranteeing correct operation of Resources and may, with this objective:

- 1. Have access to emails sent or received by a user;
- 2. Analyze documents put onto the network or onto a workstation.
  - Applicable sanctions

If a Partner fails to respect the principles set out in the present charter he/she may be subject to:

- 1. Restriction or withdrawal of access to the Services listed in these Conditions, and to IT and/or Library Resources, AND, where applicable;
- 2. Penal sanctions by application of the legal provisions in force.
  - Modification of the charter

The present charter may be modified, at any time and unilaterally by HEC Paris, particularly to comply with new legal or regulatory provisions. HEC Paris will inform the Partner.

#### Cancellation

Once the learner has obtained his/her degree or certificate, the Partner's subscription to the Services will be automatically cancelled. His/her email account will be automatically deleted. He/she will then no longer be subject to the present charter.

Before the closure of the email account, which will occur one month after the date when the learner of whom he/she is the partner leaves, the Partner will ensure, if necessary, that he/she exports or backs up his email, contacts and diary in accordance with the documentation and recommendations made available in the Partners' Intranet area (https://portal.hec.fr/campus).

#### Validity

The present charter cancels and replaces all other documents or charters relating to the use of IT Resources.

### 5. <u>Protection of personal data</u>

HEC Paris implements processes enabling it to provide all the services described in section 3. As a complement to these services, HEC Paris manages the following processes in order to:

- Ensure the security of people and goods on its premises and in obtaining access to its campus, particularly through the use of video surveillance and by controlling access, as well as by managing operations related to the Vigipirate/terrorist alert level;
- Carry out client relationship management, purchasing, invoicing and management of unpaid invoices and disputes;
- Manage the provision of services to Partners;
- Provide catering and accommodation for Partners;
- Help, where necessary, the Student and the Partner with administrative procedures, particularly for the renewal of visas, health cover, insurance, etc.;
- Manage access to network resources, where appropriate, and to digital documentation;
- Ensure the security of its IT system and the associated network, through the installation of filtering through a firewall, antivirus program, etc.;
- Manage requests for assistance, particularly with accommodation;
- Manage and publish the HEC Paris newsletter;
- Manage the various events organized by HEC Paris.

HEC Paris, Consular Higher Education Establishment with a capital of €60,451,500, registered on the Paris Register of Commerce and Companies under the number 817 759 186, whose headquarters are at 8, avenue de la Porte de Champerret, 75017 Paris, is represented, as process manager, by Robin Ajdari, acting as Chief Digital Officer.

HEC Paris has designated a member of staff for the protection of personal data who may be contacted at the following address: <a href="mailto:donnees-personnelles@hec.fr">donnees-personnelles@hec.fr</a>.

Processes are implemented on the contractual basis of the present offer of service.

Data will be conserved throughout the period during which the learner is registered at the school, but the Partner may also request their deletion earlier if he/she no longer wishes to have access to the Services.

Data will be used by the relevant departments of HEC Paris.

HEC Paris may use third-party products to provide complementary services to the user. HEC Paris requests such third parties to act on its instructions inasmuch as users' personal data are concerned and to use such data only within the context of the contract signed with such third parties, unless the person concerned consents explicitly to their use by such third parties for their own purposes.

The user acknowledges that third parties may be located outside the geographical area of the European Union and accepts that his/her data may be transferred there. In this case, HEC Paris will

take all necessary steps to ensure that the service provider offers an adequate level of protection of personal data with respect to the appropriate legislation and regulations. In order to ensure respect of users' privacy and personal data, the sub-contractors concerned are signatories to standard contractual clauses validated by the European Commission.

By virtue of the present General Conditions for on-campus services, the Partner is informed that HEC Paris uses Office 365 to provide email, contact management, diary management, task management, file-sharing and form-creation services enabling data to be collected (questionnaires, surveys, etc.). The Partner's personal data will be sent to Microsoft which is responsible for hosting these services. Since HEC Paris has contracted these services in France, the transmitted data will be preferentially stored in Europe, but they may be sent to the United States to be stored and processed, as well as to any other country in which Microsoft or its sub-contractor are located. This transfer is carried out on the basis of standard European Union clauses. The transferred data include the username, email address, emails, documents, presentations, images, dairy entries, tasks and any other relevant electronic data, stored, sent or received by end users via the Office 365 services made available by HEC Paris.

The multiservice card given to the Partner enables them to obtain access to the campus and its premises, particularly the Fitness and Learning Centers, and to pay for catering and vending machine services and for printing and photocopying carried out on Campus equipment.

In accordance with EU Regulation 2016/679 and the amended French law 78-17 known as the Freedom of Access to Information Act, the Partner has the right to access, modify and delete his/her data and to oppose or restrict the use of his/her data. He/she can also inform HEC Paris of his/her wishes relating to the fate of his/her data at the end of Service provision by contacting <a href="mailto:studentaffairs@hec.fr">studentaffairs@hec.fr</a>. For more information about the management of your data and about your rights, please consult HEC Paris' Data Privacy Policy <a href="mailto:(https://www.hec.edu/en/data-privacy-policy">(https://www.hec.edu/en/data-privacy-policy)</a>.

### 6. Information sheet

### **PARTNER:**

- Surname and first name:
- Date of birth:
- Personal email address:
- Nationality:
- Type of visa:
- Living on campus? Yes No

### LEARNER:

- Surname and first name:
- Email address (@hec.edu):
- Course studied:
- Date of entry to HEC:

### Children:

- Number of children:
- Children's age:

# MARITAL STATUS (Delete where inapplicable):

- Living together
- Married
- Civil union or equivalent

### FRENCH COURSES:

• Do you intend to take French courses? Yes - No

• Can you evaluate your level in French?

EUROPEAN FRAMEWORK	LEVEL	DESCRIPTION
C2		You're fluent, pretty much mother tongue. Extremely comfortable, you have complete control over the language.
C1	Advanced	Comfortable in most situations, strong vocabulary, few errors.
B2	Upper- intermediate	You're comfortable in most situations, still some good mistakes.
B1	Intermediate	Now you can converse in many situations, with less serious errors.
A2		Limited vocabulary, but with some help you can participate in basic conversations, you still make a lot of big mistakes.
A1	Elementary	You can ask a few basic questions and ideas, but with a lot of mistakes.
A0-A1	Beginner/False beginner	You only know a few words of the language, if that.

- The Partner must fill in all the fields on this questionnaire, if otherwise, HEC Paris will be unable to make the Services available to him/her.
- Signature of the contract is mandatory if you live on campus.
- Methods to send the signed contract have been or will be communicated on request by email.
- Individual picture in jpeg format is requested.
- Your point of contact for any question is <u>marty@hec.fr</u>.

7. <u>Acceptance</u>	e of Conditions
By completing this learner named	information sheet, I, the undersigned, Partner of the enrolled on the
	program for the academic year accept that HEC
separation of the o	by personal data and process it in relation to the use of the Services. In the case of couple, the Partner must inform the HEC Paris administration within seven days of g. The present Conditions will be cancelled and the Services withdrawn one month see of the event.
•	
I have read and I ad Partners.	ccept the present General Conditions for on-campus services provided to learners'
At (place)	, on (date)
Signature preceded	d by the handwritten words "lu et approuvé" (read and approved):
	₩FC
	PARIS  The more you know, the more you dare®
	Reproduction de l'image - version communication / Authorization for the use of image - brand version
:	'autorise, à compter de ce jour, HEC Paris, à utiliser, fixer, reproduire, capter, et/ou permettre l'utilisation, la fixation, la reproduction et la captation de mon image et/ou de ma voix, sur tout support analogique et numérique et selon tout mode de communication audiovisuel ou autre, direct ou indirect pour les usages suivants :  authorize, from this day, HEC Paris, to use, modify, reproduce, capture, and / or allow the use, the fixation, the reproduction and the capture of my image and / or my voice, on any analog and digital support and occording to any audiovisual or other communication method, direct or indirect for the following uses:
	<ol> <li>Sites internet et intranet d'HEC Paris, de ses filiales et/ou de ses actionnaires, et leurs sites connexes;</li> <li>The internet and intranet websites of HEC Paris, its offiliates and/or shareholders and their related websites;</li> </ol>
	<ol> <li>Comptes et fan pages officiels d'HEC Paris, de ses filiales et/ou de ses actionnaires, sur les réseaux sociaux;</li> <li>Official accounts and fan pages of HEC Paris, its affiliates and/or shareholders on social media platforms;</li> </ol>
	<ol> <li>Supports produits par HEC Paris, ses filiales et/ou ses actionnaires;</li> <li>Material produced by HEC Paris, its affiliates and/or its shareholders;</li> <li>Films, vidéos notamment en ligne, ou tout autre support informatique et/ou audiovisuel, réalisés par HEC Paris, ses filiales</li> </ol>
	Films, videos notamment en ligne, ou tout autre support informatique et/ou audiovisuel, realises par net. Paris, ses filiales et/ou ses actionnaires; et     Films, offline and online videos, or other software and/or audiovisual supports, produced by HEC Paris, its affiliates and/or
	shareholders; and 5. Supports de communication officiels (brochures, invitations, dépliants, présentation du programme géré et/ou
	enseigné) d'HEC Paris, de ses filiales et/ou de ses actionnaires.  Official communication tools (brochures, invitations, leafiets) of HEC Paris, its affiliates and/or shareholders.
	Dette autorisation est conférée pour le monde entier, à titre gratuit, pour la durée de ma scolarité et durant 1 an suivant la fin de ladite colarité, et pour l'utilisation de tout ou partie des images qui seront réalisées. HEC Paris est autorisée à utiliser mon image et/ou ma voix lans le cadre de l'ensemble de ses activités (formations, présentation, etc.) et à transmettre mon image et/ou ma voix à ses filiales et/ou à ses actionnaires. This authorization is granted worldwide, free of charge, for the duration of my cursus and for a period of 1 year following the end of the cursus, to use all or part of the images, which have been produced. I understand that my image and/or voice will be used by HEC Paris in the course of its activities (training programs, presentations, promotion, etc.) and may be forwarded to affiliates and/or shareholders of HEC Paris.
	Par conséquent, j'accepte que ces séquences fassent l'objet de coupures et de montages, dans la mesure où ceux-ci sont justifiés par les mpératifs techniques et les objectifs de communication et d'information.  consequently accept that these video sequences may be cut and edited for technical reasons and for communication and information  purposes.
	HEC Paris met en œuvre un traitement informatisé pour la gestion des médias numériques de HEC Paris, la gestion des cours et des réunions notamment afin de fournir un accès à son personnel, ses étudiants et participants. Je déclare être informé(e) de la possibilité de mettre fin a tout moment à cette autorisation et de disposer, conformément à la loi du 6 janvier 1978, d'un droit d'accès, de modification ou de uppression des données qui me concernent auprès de donnees, personnelles@hec.fr. Consultez la politique de protection des données sur e site www.hec.fr pour en savoir plus sur la gestion de vos droits.
	HEC Paris uses a digital processing in order to manage the HEC Paris' digital Media, in particular to provide access to this information to HEC staff.  understand that I am entitled to withdraw this authorization at any time, and in accordance with the French law of 6 January 1978, have the right to access, modify or delete my data by contacting dannees-personnelles@hec.ft. For more information about your right on your sersonal data, see the Data Privacy Policy on www.hec.fr
At (place)	, on (date)

Signature preceded by the handwritten words "lu et approuvé" (read and approved):