**CHARTER FROM the National Institute of Applied Sciences of Lyon (INSA) FOR THE GOOD USE OF INFORMATION TECHNOLOGY, NETWORKS, COMPUTING AND DOCUMENTARY ELECTRONIC RESOURCES**

**PREAMBLE**

The Governmental Action Program towards the Information Society (P.A.G.S.I.) has defined the dissemination of information relating to public administrations and establishments by computerized means as a public service mission.

In addition, the development of computer technology implies a wider use of means of communication such as electronic mail or discussion lists and forums.

INSA de Lyon is in line with these objectives by developing the computer resources available to students and staff of the Institution with the aim of strengthening initial and continuing education, enhancing the value of research work and promoting cooperative academic work.

This charter defines the general conditions of use of these services. Its purpose is to recall the texts in force and to regulate the operation and use of the Establishment's Information System.

Information System is defined as :

* all servers: computers or telephone exchanges,
* all workstations and network terminals: fixed or portable computers, peripherals, fixed or cell phones,
* all transmission equipment: hubs, switches, routers,
* the network connection infrastructure: microwave links, fiber optic cables, UTP or FTP cables, technical rooms,
* all software contained in, or operating, interoperating with, or protecting said computers and computer equipment, including communication protocols that enable :
  + constitution, creation and archiving
  + the exchange, circulation, diffusion, of data, files, databases, intranet, extranet images, sounds, texts, programs any flow of information between users, or with external persons,
  + all the electronic resources offered on the document portal.

1. **Field of application**

The rules and obligations defined in this charter apply to all users of the establishment's computer resources as well as external resources accessible via computer networks.

1. **Conditions of access**

The right of access to NHI computer resources is reserved for duly registered staff and students, and ceases when the reasons for such access no longer exist. It is materialized by the opening of an account and the right to connect a computer to the network. This right of access **is strictly personal and may not be communicated to a third party**. Thus, it is forbidden to set up gateways between an ADSL access and the local network. Similarly, the installation of WIFI terminals is subject to authorization. This right of access to computer resources is limited to activities in accordance with the missions of the establishment (research, teaching, administration).

The connection of a computer system to the Information System as defined in the preamble must be accompanied by the signature of this charter by the user of the system.

1. **Privacy**

The data (files, emails ...) of a user, unless there is a particular risk or event, must be considered as private if they are clearly identified as such. Access to a user's private data requires the user's consent.

In the cases provided for by law and jurisprudence, the administrative and judicial authorities may have access to all information saved or present on the elements constituting the establishment's Information System, and in particular to computer logs (detailed information **on the policy of computer trace management** on <http://planeteinfos.insa-lyon.fr> , section statutes and regulations).

1. **Respect of property rights**

Legislation prohibits any user from making copies of commercial software for any purpose whatsoever. Backup copies are the only exception.

The user agrees **not to duplicate, distribute or broadcast documents, images, sounds, videos subject to intellectual property law**.

In accordance with article L 122-5 of the intellectual property code, all readers undertake to respect the rules for the use of electronic resources (documentation, books, journals, encyclopedias, educational resources, etc.) that the institution purchases or produces for its academic and research community.

The consultation of the electronic documentation implies the respect of the following points:

* for resources accessible on the intranet, consultation is reserved for registered readers in libraries,
* the use is strictly professional, i.e. limited to administrative, research and teaching activities,
* users have the right to view on screen and print the information, within the limits of a reasonable, non-commercial and strictly personal use,
* It is strictly forbidden to distribute copies (paper, electronic) to persons outside the INSA, either free of charge or for profit.

1. **Data processing and liberties**

The creation of any file containing nominative information must be the subject of a declaration or a prior request to the Correspondent Informatique et Liberté de l'établissement [(](mailto:cil@insa-lyon.fr)cil@insa-lyon.fr).

1. **Basic principles**

All users are responsible for their use of the computer resources; they undertake not to carry out operations that could harm the operation of the network, the integrity of the computer tool, and the internal relations of the establishment.

All users agree not to publish defamatory texts or texts contrary to French law on the servers of INSA. He also agrees not to impersonate another person, send an anonymous message, and attempt to substitute for a machine. Is prohibited and punishable the dissemination of information of an offensive, racist, xenophobic, sexist, defamatory, harassing, pornographic or obscene.

Any user also agrees to use the network services (email, web, ftp, ...) only in a so-called "professional", ie limited to teaching and research activities. Any use for commercial purposes will be sanctioned.

Security is everyone's business, each user of the IT and the network of the establishment must contribute to it and apply the common sense rules and recommendations provided by the administrators and those in charge of the IT tool. Any report of a violation or suspected violation of computer security must be reported to an administrator and to the Institute's Information System Security Managers (ISSMs) by e-mail at rssi@insa-lyon.fr (or see contact information on the institution's intranet in the support FAQ).

1. **Applicable penalties**

The Act, the regulatory texts and the internal regulations of the INSA define the rights and obligations of persons using computerized means. Any user who has not complied with the Law may be prosecuted. In addition, users who do not comply with the rules and obligations defined in this charter are liable to internal sanctions within the institution (if necessary be referred to the disciplinary section) and will lose their right of access to the network without notice.

Anyone contravening the rules of intellectual property is liable to CIVIL AND PENALTIES under Articles L. 335-1 to 335-10 of the Intellectual Property Code, notwithstanding any other disciplinary measures internal to the INSA de Lyon.

**CHARTER of the National Institute of Applied Sciences of Lyon (INSA) FOR THE GOOD USE OF INFORMATICS, NETWORKS AND DOCUMENTARY ELECTRONIC RESOURCES**

I, the undersigned, (first and last name) Cliquez ou appuyez ici pour entrer du texte.

Student

Staff

Other : Specify : Cliquez ou appuyez ici pour entrer du texte.

Declares

* be informed that the computer resources of the establishment may only be used in strict compliance with the legislation in force,
* have read the present charter of INSA de Lyon,
* commit to respecting the principles defined in this charter,
* undertake to comply with the specific instructions given by the departments responsible for managing the IT resources that I may use,
* commits myself to respect and comply with the instructions of the computer system administrators,
* commits myself to respect and comply with the instructions of the libraries of the INSA of Lyon regarding the use of the documentary portal,
* be informed that failure to comply with the legislation as well as with the rules laid down in the Establishment's charter may imply, without prejudice to possible legal proceedings, my appearance before the disciplinary section of the Establishment,
* ensure before my departure (end of program) that my private data is destroyed and authorize the deletion of my account and its data after my departure

**I perused the INSA Lyon’s regulations and charters, in particular the appendices relative to the personal data processing, the good use of the electronic documentary resources and the charter relative to the prevention of risk behaviors, documents available at** [**https://www.insa-lyon.fr/fr/service-scolarite**](https://www.insa-lyon.fr/fr/service-scolarite)**, and I make a commitment to respect them. I have been informed that if I fail to respect those regulations and charters, the Institution will assume the right to take school disciplinary actions against me, independently from legal prosecutions.**

Date : Cliquez ou appuyez ici pour entrer du texte.

Localisation: Cliquez ou appuyez ici pour entrer du texte.

Signature preceded by the handwritten mention "read and approved".