

Internal rules of the Organisation Rézo Metz-Rennes Fédérés

Proposition for the General Assembly on May 1st, 2021

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PREAMBLE

The purpose of this document is to define the various rules to be complied with by any person within the Organisation *Rézo Metz-Rennes Fédérés* and to specify the methods of application of the statutes in force.

Members of the Organisation shall be referred to as *members* and the Organisation Rézo Metz-Rennes Fédérés as *Rézo*.

In the rest of the document, references will be made to the student residence, managed by the *Office Public de l'Habitat Metz Métropole*¹ (OPHMM), located at

4 place Édouard Branly,
57070 Metz

and will be designated by the term *residence of Metz* or *Metz campus*.

References will be made to the Belle Fontaine and Hertz student residences, managed by the company HLM Les Foyers, located respectively at

6 avenue Belle Fontaine,
35510 Cesson Sévigné

and

Campus de CentraleSupélec,
Avenue de la Boulaie, B.P.28
35511 Cesson-Sévigné Cedex

and will be designated by the term *residences of Rennes* or *Rennes campus*.

This document completes the statutes of the Organisation. In case of disagreement between the Internal Rules and the statutes, the latter shall prevail.

Article 1 : SUBSCRIPTION

Paragraph 1.1 : SUBSCRIPTION FEE

To become a member of Rézo, the interested person must pay a subscription fee. The subscription fee is:

- 2 euros for a one week membership;
- 5 euros for a one month membership;
- 25 euros for a six months membership;
- 50 euros for a one year membership.

The payment of the subscription fee is made by check, cash, bank transfer or credit card. Once acquired, the subscription fee can only be refunded by decision of the Leading Committee.

Definitive membership is pronounced by the Leading Committee after full payment of the subscription fee.

At the end of the period offered by the amount paid, the member automatically loses their status with the Organisation, and the information concerning them may be automatically deleted, with the exception of what is defined by Article R10-13 of the French Post and Electronic Communications Code, which must be kept for one year.

¹Translator's note: can be translated to "Public Office Housing of Metz Metropole".

Paragraph 1.2 : SUBSCRIPTION FEES EXEMPTIONS

Are exempt from paying the subscription fees:

- temporary members;
- benefactor members;
- honorary members.

In addition, a person in financial difficulty may be exempted from paying fees. A reasoned request must be addressed to the Leading Committee, accompanied by the necessary evidence for the Leading Committee to make a decision. In addition, an oral interview may take place. The Leading Committee shall decide within 7 days since the request was received, or since the interview if it took place.

The person will be considered an adherent member and will enjoy all associated rights in the same manner as other adherent members.

Article 2 : SERVICES

Paragraph 2.1 : AVAILABLE SERVICES

The main service offered by the Organisation to its members is Internet access. This access manifests itself via a Wi-Fi network deployed in a large part of the residences and an RJ-45 socket in each room.

The Organisation also offers secondary services and events, a list of which can be found on its website. In particular, the Organisation deploys a Wi-Fi network named “FedeRez” for the members of organisations that are FedeRez members.

Paragraph 2.2 : SERVICES MODIFICATION

The Rézo reserves the right to modify at any time the services offered and the rules in force on the network, with a minimum of 7 days notice. Any member who would not be satisfied with the new rules can obtain their disconnection with partial reimbursement upon notice from the Leading Committee. This refund is made on a pro rata basis for the unused period of the current subscription.

Article 3 : CONDITIONS OF ACCESS TO SERVICES

Access to the Wi-Fi Internet network “FedeRez” is granted to all members of organisations that are FedeRez members. The Internal Rules then apply, even if the person is not a member of the Rézo.

To access the services described in Article 2, an adherent member must be current with their fees.

In all cases, any person using the services of Rézo must respect the commitments described in Article 4.

Internet access is subject to the registration of the machines on the management software of the Rézo. The registration of a machine includes in particular the registration of the MAC addresses of its interfaces. The registration can be automatic or manual. Unless otherwise agreed, each member is limited to 10 interfaces registered simultaneously on their account.

Article 4 : MEMBERS’ COMMITMENTS TO THE ORGANISATION

Paragraph 4.1 : COMPLIANCE WITH THE LAW

The member undertakes to respect French law when surfing on the Internet.

In particular, the member undertakes

- not to download illegal content, by any method whatsoever (FTP, Peer-to-Peer, etc..., cf law n°2009-1311, known as the Hadopi 2 law)
- not to penetrate and/or remain fraudulently in information systems (323-1, 323-2, 323-3 of the penal code).

Paragraph 4.2 : AUTOMATIC CONFIGURATION

When connecting to the Organisation's infrastructure, by wire or Wi-Fi, an automatic configuration is applied to the machine. This includes:

- the IP address;
- the subnet mask;
- the default gateway.

Any member agrees not to modify this configuration without the agreement of an active member of the Rézo. Any member also agrees not to voluntarily modify the physical addresses, in particular the MAC addresses, of their network interfaces without the agreement of an active member of the Rézo.

Paragraph 4.3 : USE OF ROUTERS

Any member agrees not to connect a router without the agreement of an active member of the Rézo. It should be noted that most Wi-Fi terminals are equipped with an internal router and are subject to this rule.

It should be noted, however, that in the parts of the residences where the Wi-Fi network would be weak or non-existent, an exemption could be granted taking into account the following points:

- In accordance with paragraph 4.4, only the interested member will be able to benefit from the Wi-Fi network;
- The installation of the terminal must not interfere with the existing Wi-Fi network;
- The member must remain in control of their installation at all times;
- The Rézo may at any time, and without notice, reconsider its waiver, in particular in cases where one of the conditions above is no longer met.

Paragraph 4.4 : ACCOUNT SHARING

Are considered account sharing:

- the voluntary sharing of connection identifiers to a person member or non-member of Rézo;
- the registration on one's account of a machine that is not theirs.

Account sharing is strictly forbidden.

The member is also invited to choose a strong password on the management site.

Paragraph 4.5 : CONTROL OF THEIR DEVICES

By joining the Organisation, the member relieves the Rézo of all responsibility for the activities carried out by the member, and agrees to take full responsibility for them.

In addition, subscription to the Rézo implies compliance with the following rules:

- to control at all times the flows emitted or received by one's machine, to be aware of the services installed, and not to leave one's machine unattended. The member will be held responsible for any infringement that has been committed from their machine;

- not to use software that affects the quality of service or security on the network (especially those containing spyware);
- not to send unsolicited e-mails (spam), in particular not to transfer or send messages of dubious origin, advertising or making political, religious or commercial propaganda.

Paragraph 4.6 : VIRUSES

Under no circumstances is the Rézo responsible for any damage to the member's machine, whether it is an infection by a virus, or any other type of attack. The member is invited to take all necessary precautions in order not to compromise their machine or those of other members. It should be noted that in the event of infection by a virus, the Rézo reserves the right to suspend Internet access for the said machine. The access will be restored only after verification by an active member of the Rézo that the machine is no longer infected (the cleaning of viruses remains the responsibility of the owner).

Article 5 : COMMITMENTS OF THE ORGANISATION TOWARDS ITS MEMBERS

Paragraph 5.1 : SUPPORT

The Rézo undertakes to ensure the best possible technical and administrative support according to the means of contacts defined in the paragraph 5.4.

The Rézo may, subject to the availability of personnel, provide support in the form of on-call duty.

Paragraph 5.2 : AVAILABILITY

The Rézo is committed to maintaining optimal availability of its services. These may be interrupted, particularly in the event of maintenance or malfunction.

The Rézo tries as much as possible to carry out the maintenance during hours of less activity on the network.

In case of network down the Rézo tries to repair as soon as possible, taking into account the available manpower, and the voluntary character of the Organisation.

In the event that Internet access is not possible for a member, the latter may receive, upon request to the Office, a certificate from the Organisation with the dates when the member did not have Internet access.

If Internet access is severely disrupted for more than a week (minimum membership period), refunds may be made, on the advice of the Leading Committee.

Paragraph 5.3 : MAINTENANCE PREVENTION

The Rézo tries, as far as possible, to warn the members of the Organisation of possible maintenance, by e-mail.

Paragraph 5.4 : CONTACTS

The Rézo can be contacted using:

- mail, addressed to the Leading Committee of the Organisation:

Association Rézo Metz-Rennes Fédérés,
École CentraleSupélec
Avenue de la Boulaie, B.P. 28
35511 Cesson-Sévigné Cedex

- emails with one of the following addresses:
 - bureau@rezo-rm.fr to contact the Leading Committee;
 - ca@rezo-rm.fr to contact the Board of Directors;
 - support@rezo-rm.fr for any technical issue.
- tickets on the management website.

Article 6 : LOAN OF EQUIPMENT

Paragraph 6.1 : CONCERNED EQUIPMENT

On certain occasions, the Rézo may lend equipment to its members. This equipment includes, but is not limited to,

- RJ45 ethernet cables;
- USB-RJ45 and USB-C-RJ45 adapters;
- individual Wi-Fi terminals.

Paragraph 6.2 : LOAN CONDITIONS

The member commits

- not to deteriorate the lent material;
- to return the lent material at the earliest event: the departure of one of the residences, the end of the membership, the end of the contract (if one was signed), or an express request of the Rézo.

The Rézo will be able to ask for a deposit and to establish a loan contract in the cases where it judges it necessary.

Article 7 : DATA PROTECTION ACT AND GDPR

Paragraph 7.1 : DATA CONFIDENTIALITY

The Rézo reserves the right to analyze by automated processing the traffic of the members for purposes of flow regulation, security checks and verification of the application of the Internal Rules. The collected data will be consulted only by the Board of Directors, by the persons designated by the latter, and by the legal authorities. Persons having access to such data have agreed in writing to respect the privacy of the members and not to disclose such information to persons who are not members of the Board of Directors.

Non-anonymised data of a member can only be kept with their explicit consent. On the other hand, deletions can be made by the Rézo without notice or justification.

Paragraph 7.2 : COMMITMENTS OF THE RÉZO TOWARDS ITS MEMBERS

According to the law on data processing and liberties and the GDPR, the member has the right to access, rectify, inform and oppose the data concerning them. This right can be exercised by e-mail, mail or in person with the contacts listed in the paragraph 5.4 or on the intranet of the Organisation.

Article 8 : SANCTIONS

The Leading Committee, validly gathered in disciplinary formations, is authorised to pronounce sanctions against its members in case of non respect of the Statutes or of the Internal Rules or any attempt to circumvent the rules or limitations imposed by the Rézo. The range of sanctions goes up to temporary suspension of digital services and definitive exclusion.

However, in accordance with the current Statutes, the concerned member is invited to present their written and, if they so wish, oral observations to the Leading Committee.

Article 9 : MEETING AND VOTING PROCEDURES

Paragraph 9.1 : DEMATERIALISED VOTING

The vote is carried out on line on a voting software, on which the members can connect by using their Rézo account. The modalities of the vote (URL, start time, end time) are indicated in the preliminary report of the General Assembly.

Paragraph 9.2 : VOTING DURATION

A vote lasts 24 hours and starts at the earliest the day after the General Assembly, and at the latest 7 days after the General Assembly.

For votes requiring a quorum, if the quorum is not reached, the vote is extended by 72 hours (and therefore lasts 96 hours in total).

In the event that a vote is taken on both resolutions requiring a quorum and resolutions not requiring a quorum, and the said quorum is not reached, then the votes counted at the end of the additional period shall be counted for all resolutions.

Paragraph 9.3 : LEADING COMMITTEE ELECTION

The election of the Leading Committee is done by the active, benefactor and honorary members. It is done in rounds according to the following order:

1. President;
2. Treasurer;
3. Secretary;
4. Vice-President
5. Vice-Treasurer;
6. Vice-Secretary;
7. Manager of the Metz Campus (can be combined with the above positions);
8. Manager of the Rennes Campus (can be combined with the above positions, except for the Manager of the Metz Campus).

The election must necessarily result in the appointment of a minimum Leading Committee: President, Treasurer, Secretary. The procedure in case this minimum Board is not formed is described in the statutes.

The election is done in real time, during the Assembly, according to a means whose modalities are sent to the active members, benefactors and honorary members before the Assembly.

Article 10 : CLUBS

Paragraph 10.1 : FORMATION

Application for the formation of a Club shall be made to the Board of Directors and shall contain:

- the name of the Club;
- the purpose of the Club;
- a list of the founders of the Club (at least two persons), including the first President and the first Treasurer;
- the Internal Rules of the Club, particularly specifying the method of renewal of the Club's Leading Committee;
- a projected annual budget.

The Board of Directors decides within 7 days.

Although it is not mandatory, the Rézo recommends a democratic process for the election of the Leading Committee of the Club. Likewise, although it is not mandatory, the Rézo advises to make the changes in the Leading Committee in the two weeks before the Ordinary General Assembly, in order to be able to transmit the moral and financial balance sheets, which must be transmitted before the Ordinary General Assembly, as specified in the statutes.

Paragraph 10.2 : MANAGEMENT

The Club operates under the direction of the Club's Leading Committee. A separate treasury is maintained by the Club's Treasurer.

The Club may apply for grants to the Board of Directors.

Although the day-to-day management is delegated to the Club's Leading Committee, the Organisation's Leading Committee has a right of review over the activities of the Club. In particular, any extra-ordinary decision must be approved by the Leading Committee, which may refuse it if it is deemed to be contrary to the purpose or the Club, to the law, the Statutes or the Internal Rules, or to the image of the Organisation.

Paragraph 10.3 : DISSOLUTION

The club is dissolved if:

- the Club's Leading Committee so decides, in accordance with the Internal Rules, and reports the dissolution to the Organisation's Board of Directors;
- the number of members falls to 1 or 0;
- the Board of directors dissolves the Club for failure to comply with the Statutes or Internal Rules, or if the Club's net assets become negative.

The Board of Directors of the Organisation may dissolve the Leading Committee of a Club for mismanagement or failure to comply with the Statutes or Internal Rules.

Article 11 : RULES FOR THE METZ CAMPUS

This part is applicable only for members using the services from the Metz campus.

Paragraph 11.1 : RENATER AND CENTRALESUPÉLEC CHARTERS

The RENATER network is the *Réseau national de télécommunications pour la technologie, l'enseignement et la recherche*². It provides a connection to CentraleSupélec, which provides Internet access on the Metz campus. Thus, any member on the Metz campus must, even if they are not a CentraleSupélec student, accept the RENATER charter and the CentraleSupélec charter, which can be consulted on the Organisation's website.

These charters include (but are not limited to) the following restrictions:

- the requirement to have an anti-virus software installed, up to date, and running as soon as the machine is started;
- the prohibition to install on its machine a server type software that is accessible from outside the Organisation's network. These include HTTP or FTP servers;
- the prohibition to send or receive files by infringing the laws on copying, in particular by using the exchange networks known under the name of Peer to Peer or P2P, but also via HTTP, FTP, IRC, etc..;
- more generally, the prohibition to transgress the French law, in particular concerning information systems.

Paragraph 11.2 : WI-FI TERMINALS IN APARTMENTS

On the Metz campus, in the apartments in Building A (A001, A101, A201, A301) and Building C (C001, C101, C201, C301), a Wi-Fi terminal is installed in the hallway closet. These terminals, in addition to providing Wi-Fi access to the apartment residents, also provide access to some residents in the corridors outside the apartments.

The inhabitants of the apartment must not, without prior authorisation of the Rézo, alter the good functioning of the terminal and in particular must not disconnect it.

Additional provisions with regard to these terminals can be fixed by convention, with the OPHMM.

Article 12 : RULES FOR THE RENNES CAMPUS

This part is applicable only for members using the services from the Rennes campus.

None.

The Rézo remains at the disposal of its members for any additional information.

These Internal Rules were adopted today by the General Assembly.

Signed in Rennes, on May 1st, 2021 in 3 original copies.
On behalf the General Assembly,

President
??? ???

Secretary
??? ???

²Translator's note: can be translated to National Telecommunications Network for Technology, Education and Research.