

RSM B.V. IT Regulations Students

Version 9 July 2019

Introduction

These RSM B.V. IT Regulations Students (hereinafter "Regulations") were written on the basis of the Regulations Governing the Use of Internet & IT Facilities for Students at EUR, d.d. 1 September 2015. The re-write took place to incorporate the specific RSM B.V. situation into the EUR-wide Regulations.

Within the full text of the Regulations, the usage of EUR is replaced by RSM B.V., unless RSM B.V./EUR as a combination is used to replace the usage of EUR.

Overview of exceptions to the substitution of "EUR" by "RSM B.V."

Location	Replaced by:
Page 1, paragraph 1	RSM B.V./EUR
Article 1, definition IT Facilities	RSM B.V./EUR
Article 2.1, 1 st usage within bullets 3, 4, 5	RSM B.V./EUR
Article 2.2, 2 nd and 3 rd usage	RSM B.V./EUR
Article 2.4	RSM B.V./EUR
Article 2.5	RSM B.V./EUR
Article 3.1, 1 st usage	RSM B.V./EUR
Article 5.2, 2 nd usage	RSM B.V./EUR
Article 6.2, bullet 4	RSM B.V./EUR
Article 6.3	RSM B.V./EUR
Article 6.4	RSM B.V./EUR
Article 7.1, 2 nd usage	RSM B.V./EUR
Article 9.1	RSM B.V./EUR
Article 9.3	RSM B.V./EUR
Article 11	EUR

Rotterdam School of Management B.V. (hereinafter generally referred to as "RSM B.V." in case the provision only applies to RSM B.V., or specifically referred to as RSM B.V./EUR in case the provision applies to both Rotterdam School of Management B.V., as well as Erasmus University Rotterdam (EUR)) provides Students with the opportunity to use RSM B.V./EUR's Internet and IT facilities for their studies. In this connection, RSM B.V. places an institution-related mailbox and options for saving files and personal study data for their own use at the students' disposal.

The use of these facilities provided by RSM B.V. is governed by Regulations.

These Regulations will take effect on 1 January 2020.

Article 1: Definitions

In these Regulations, the following definitions are used for the following capitalised terms. These definitions shall be interpreted as follows:

Access Code	The system comprising a user name or log-in name and the relevant (secret) authorisation code or password.
Administrator	Within RSM B.V., this will only mean the RSM B.V. CIO or Director of IT, with the exceptions of article 8.2, where it will be separately amended.
EUR	Erasmus University Rotterdam.

Executive Board	Within RSM B.V., this is the Statutory Directors Team, consisting of the statutory directors of Degree Programmes, Executive Education and Operations.
Hospitality Agreement	An Agreement in Writing between RSM B.V. and a natural person given the opportunity (under certain conditions) to perform work at RSM B.V. that is exclusively or to a predominant extent in their own interests, without any employment contract being concluded in this respect. A separate hospitality agreement between the EUR and the natural person may be agreed to in Writing if so required. The EUR is entitled to apply its own rules and regulations to that separately agreed to hospitality agreement.
IT Facilities	Communications, computer and networking facilities at RSM B.V./EUR, including (mobile) telephone facilities, MyEUR facilities together with all the relevant equipment and software, connections with other networks such as the Internet, computer and audiovisual facilities - either linked to MyEUR or otherwise - in halls and rooms at RSM B.V./EUR, and services offered to the Staff which enable them to communicate on MyEUR and networks connected to it.
Peripherals	IT Facilities which are not used by identifiable individuals, but rather by groups or anonymous users, or which are only used by identifiable users after a log-in. After the log-in, the IT Facilities are no longer considered peripherals.
Regulations RSM B.V. Student	These RSM B.V. IT Regulations Rotterdam School of Management B.V. A natural person who is or was enrolled for a programme at RSM B.V. and who pays or paid tuition fees to RSM B.V. for this.
System Manager	With respect to the scope of these Regulations, the Students category will include all other natural persons who use RSM B.V.'s Internet or IT facilities and who have not signed a Hospitality Agreement, including guest students and guest lecturers. A Staff Member of RSM B.V. or the EUR possessing extensive rights in IT systems in connection with their administrative duties and their position.
Written/In Writing	Laid down in writing on paper or "by electronic means" as referred to in Book 6 Article 227a of the Dutch Civil Code.

Article 2: Starting Points

1. The Regulations contain provisions concerning use of the Internet and IT facilities for Students. The purpose of these Regulations is to establish a proper procedure in respect of the following:
 - system and network protection, including protection against damage and improper use;
 - combating sexual harassment, discrimination and other offences;
 - protecting personal data processed at RSM B.V./EUR, e.g. that of RSM B.V. staff, Students;
 - protecting confidential information, i.e. that of RSM B.V./EUR, RSM B.V. staff or Students;
 - protecting the intellectual property rights of RSM B.V./EUR and third parties, including the respecting of licence agreements that apply at RSM B.V.;
 - cost and capacity control.
2. Limited personal use of Internet and IT facilities is permitted. Such use – whether personal or for study purposes – may not disrupt the proper state of affairs at RSM B.V., nor may it

cause annoyance to others, infringe rights of RSM B.V./EUR or third parties or have a disruptive influence on the proper functioning - including availability - of the network or other IT facilities at RSM B.V./EUR.

3. These Regulations apply to all persons in the 'Student' category as laid down in Article 1 of these Regulations. These Regulations do not apply to natural persons to whom the 'RSM B.V. IT Regulations Staff' apply.
4. These Regulations likewise apply if use is made of other institutions' network facilities, whereby the RSM B.V./EUR log-in data is used to access such facilities (eduroam).
5. In connection with enforcing these Regulations, RSM B.V./EUR endeavours to take measures that restrict access to individual Students' personal data as much as possible. Wherever possible, RSM B.V./EUR will only carry out computerised checks or filters on data without allowing itself or others access to individual persons' behaviour.

Article 3: Intellectual Property and Handling Confidential Data and Information

1. Students may not infringe the intellectual property rights of RSM B.V./EUR and third parties, and must respect the licence agreements that apply at RSM B.V.
2. RSM B.V. has control over all information of RSM B.V.. No Student has independent control over this information unless RSM B.V. has explicitly assigned such control to them in Writing.
3. If, in connection with their studies or performance of duties for RSM B.V., a Student gains access to confidential information including personal data, the Student must treat such information in the strictest confidence.
4. Students must devote particular attention to taking measures as referred to in these Regulations if, in connection with performance of such duties, it is necessary to process confidential information, including research data and/or personal data, outside RSM B.V. such as in an e-mail, in non-institution-related cloud applications, on external storage devices or personal equipment or storage devices such as USB sticks or tablets. RSM B.V. may set additional conditions regarding the admissibility and/or the way in which messages and files are stored, sent or shared. Students must observe such additional conditions. These conditions may be found on the IT Services website (it.myrsm.nl).
5. Students must strictly comply with all regulations drawn up by RSM B.V. concerning the safeguarding of confidentiality and intellectual property rights.

Article 4: Use of Communications, Computer and Network Facilities

1. Communications, computer and network facilities such as public computers, wireless and wired network connections, e-mail and Internet access, storage capacity, printers and electronic learning environments are placed at the Students' disposal for study related purposes such as assignments, reports and theses, updating their study progress, consulting sources and communicating with lecturers and other students.
2. Students may connect their equipment and applications to the RSM B.V. facilities provided that such actions comply with the provisions of these Regulations. Students may only alter settings in RSM B.V.'s equipment and applications after consultation with the System Manager and obtaining his/her personal consent and after consultation with the Administrator responsible for the IT facilities at RSM B.V.. RSM B.V. may set additional conditions to such consent. Students must observe such additional conditions. Connecting personal network equipment whereby the connection can be shared with third parties on wired or wireless network connections, such as adding a routing function, is prohibited at all times except in Students' own living accommodation.
3. If certain facilities can only be accessed with a user name and a password, Students may use these.
4. The personal Access Code and any means of authentication assigned to Students, such as smart cards and tokens (including the entrance, printing and/or parking cards), are strictly personal and may not be shared with others. Students must treat the Access Code and any means of authentication with the utmost care at all times, and they are responsible for any

- use or further use made of these. Students must take all reasonable measures to safeguard their Access Codes and any means of authentication. If a Student discovers that these have been improperly used, they must immediately notify the System Manager thereof.
5. If improper use is suspected, the System Manager may decide to render the relevant account inaccessible with immediate effect.
 6. In particular, Students are not permitted to perform the following acts in respect of using the communications, computer and network facilities:
 - a. **gaining access or attempting to gain access to other users' data** and to programme files of computer systems, or altering or deleting these, unless consent in Writing thereto has explicitly been given;
 - b. gaining access or attempting to gain access to computer systems, insofar as such systems have not been created with explicit access options for Students;
 - c. **performing any acts that undermine the facilities' integrity and continuity;**
 - d. attempting to obtain greater privileges for the facilities than those assigned;
 - e. attempting to obtain system or user authorisation codes such as passwords, in any way or in any form;
 - f. reading, copying, altering or deleting messages intended for others, such as e-mails;
 - g. copying the programmes, databases and documentation provided by RSM B.V. or placing these at the disposal of third parties, unless consent thereto has been given in Writing;
 - h. **introducing computer "viruses" on and through the IT facilities, either deliberately or by attributable acts and omissions.**
 8. Students must comply with all general instructions for use of the IT facilities issued by or on behalf of RSM B.V.. Students must immediately comply with all instructions given by the responsible Administrator of the IT facilities at RSM B.V. during the use of these facilities.
 9. RSM B.V. may set additional conditions and rules for use of the communications, computer and network facilities, e.g. relating to the quality of passwords and other security aspects. Students must observe such additional conditions by regularly checking it.myrsm.nl.

Article 5: Safeguarding by RSM B.V. and by Students

1. RSM B.V. maintains a stringent information safeguarding policy and takes sufficient technical and organisational measures to protect the infrastructure against loss, theft, criminal activity, loss of confidentiality, infringement of privacy rights and infringement of intellectual property rights.
2. RSM B.V. also expects Students to adopt a responsible and proactive attitude in respect of ensuring sufficient protection of their own computers and other equipment such as smart phones or tablets. Students are at all times personally responsible for use of their own equipment and the data stored on it. In this connection, Students must perform the following acts if they use the RSM B.V./EUR IT facilities with their own equipment:
 - install a proper virus scanner and firewall on this equipment;
 - keep the equipment's software up to date;
 - make backups of the relevant data at regular intervals.
3. Support on RSM B.V. Students' own equipment is limited to best-effort support. Any issues that are caused by or originate from this equipment are never the responsibility of IT Services.

Article 6: Personal Use and Nuisance

1. Personal use of the Internet and IT facilities is only permitted in accordance with the provisions of Article 2 paragraph 2 of these Regulations.
2. Disruptive use and/or causing a nuisance as referred to in Article 2 paragraph 2 of these Regulations shall in any event be taken to mean the following:
 - when in public: visiting Internet sites of a pornographic, racist, discriminating, insulting or offensive nature, or sending messages with a similar content;

- sending messages that cause harassment or sexual harassment, or messages that might or would incite discrimination, hate and/or violence;
 - sending unsolicited messages to large numbers of people simultaneously, or sending chain messages or distributing malicious software (malware);
 - using file sharing or streaming services if this generates a disproportionate amount of data traffic and thereby has a disruptive effect on the proper functioning of the network or other of the RSM B.V./EUR IT facilities, including accessibility;
 - downloading films, music, software and other copyrighted material from any illegal source, or if a Student is aware or ought to be aware that this is a copyright infringement;
 - disseminating films, music, software and other copyrighted material among third parties or placing such material at their disposal without the copyright owners' consent.
3. Students using one of the RSM B.V./EUR Internet or IT facilities at their living accommodation are not subject to any restrictions in respect of such use, except insofar as these are necessary for safeguarding the technical integrity and security of the network, or restricting the effects of congestion. If RSM B.V./EUR intervenes for the purpose of restricting the effects of congestion, equal types of traffic will receive equal treatment. The other provisions in these Regulations will apply in full to Students using one of the RSM B.V./EUR network facilities at their own living accommodation.
 4. Students are only permitted to use the facilities for commercial purposes other than those assigned by or for the benefit of RSM B.V./EUR on condition that they have obtained the Executive Board's consent. RSM B.V. may set additional conditions to such consent. Students must observe such additional conditions.

Article 7: Monitoring and Checking

1. Use of the facilities will only be checked in connection with maintaining the provisions of these Regulations in order to ensure a proper procedure at RSM B.V. and safeguard technical integrity, as well as the security of the network and the RSM B.V./EUR computer facilities. Any prohibited use of the facilities will be prevented by technical means as much as possible.
2. Computerised data may be compiled for checks as referred to in paragraph 1 of this Article. This data is only accessible to the System Manager directly responsible, and in principle, it will only be placed at the disposal of other Administrators and similar responsible persons in anonymous form so that they can decide on additional technical measures.
3. **In the event of nuisance caused by Students' equipment in particular, the Administrators may decide to disconnect access to the network. If possible, the relevant Student will be warned in advance so that they have the opportunity to stop the nuisance. If, due to the necessary haste, it is impossible to do this prior to taking appropriate measures, such measures will be announced as soon as possible.**
4. In the event of suspicion of breach of the regulations, checks may be carried out at individual traffic data level respecting the use of the Internet and IT facilities. The actual content will only be inspected if there is serious cause to do so.

Article 8: Procedure for Targeted Investigations

1. Targeted investigations may be said to exist if traffic data or other personal information concerning a specific Student are recorded in connection with an inquiry resulting from a serious suspicion of breach of the conditions and/or basic principles as laid down in these Regulations by this specific Student.
2. Targeted investigations will only be carried out after the Executive Board has given instructions for this in Writing. These instructions include the reason for the Executive Board's consent. The Administrator will receive a copy of the instructions for the

- investigation. A report of the results thereof will be shared with both the Executive Board and the Administrator.
3. In the first instance, targeted investigations are limited to traffic data concerning use of Internet and IT facilities. If targeted investigations result in additional proof, RSM B.V. may decide to inspect the content of communications or saved files after having obtained consent from the Executive Board. Such consent must be substantiated and in Writing. If the investigations do not justify additional measures, the report will be destroyed.
 4. As a departure from the preceding paragraph, targeted investigations into the safeguarding or integrity of peripherals may be carried out by the System Manager on the basis of specific indications without separate consent from the Executive Board. The relevant Student will only be informed of the results of these investigations for the purpose of improving the safeguarding or integrity of peripherals. If the Student repeats the offence, the procedure referred to in paragraph 2 of this Article will be followed.
 5. The Executive Board will inform the relevant Student - in Writing and as soon as possible - of the reasons for the investigations, the fact that they have been carried out, and the results thereof. The Student will be given the opportunity to explain the information revealed by the investigations. Informing the Student may only be postponed if this would actually be deleterious to the investigations.
 6. System Managers may only access the Student's computer accounts on condition that the Student has consented thereto. Accessing these accounts without such consent is only permissible in urgent cases, or if there is a clear suspicion that the Student has breached these Regulations as stipulated further in this Article. In such cases, the Student will be informed afterwards.

Article 9: Consequences of Infringement

1. In the event of failure to follow instructions or directions on the basis of these Regulations and/or acting contrary to these Regulations or the generally applicable statutory regulations, the Executive Board may take disciplinary measures depending on the nature and gravity of the relevant offence. Such measures include warnings, rebukes, temporary disconnection or limitation of use of RSM B.V./EUR's IT facilities and applications for a maximum period of one year, and termination of the Student's enrolment in extreme cases. No disciplinary measures will be taken without first allowing the Student the opportunity to put their own views forward.
2. An investigation carried out on the basis of computerised processing of personal data, such as a discovery based on an automatic filter or blockade, may also lead to the disciplinary measures as mentioned in sub 9.1.
3. As a supplement to the preceding paragraphs, it is possible for RSM B.V./EUR to implement a temporary blockade of the relevant facility in the event of any computerised or noncomputerised discovery of nuisance. This blockade will be imposed for no more than one week, or less if the System Manager is satisfied that the cause has been eliminated. If, after one week, the System Manager sees no improvement, he may decide to extend the blockade. If the cause is repeated, disciplinary measures may be taken.

Article 10: Revoking of the Former Regulations

These Regulations replace the 'Regulations governing use of computer and network facilities at Erasmus University Rotterdam (EUR)'.

Article 11: Final Provisions

1. These Regulations will come into force on 1 January 2020.
2. The Executive Board may amend these Regulations. Amendments may only be implemented at the start of an academic year, except in urgent cases or if external circumstances oblige RSM B.V. to implement them at an earlier date.

3. RSM B.V. may amend these Regulations if circumstances so demand. RSM B.V. will inform Students of the proposed amendments prior to their implementation as far as possible. The Executive Board will take feedback from Students into consideration before implementing amendments.
4. The decision rests with the Executive Board in cases not provided for in these Regulations.