

## CHARTER GOVERNING THE USE OF THE CYBERCOLLEGES42 SYSTEM

### General points

#### Article 1 - Preamble

The Ministry of National Education is engaged in a proactive policy aiming to develop the use of information and communication technologies in teaching in schools.

As part of this, the Conseil Général de la Loire (hereinafter the Department) is providing colleges in the Loire region with a **Digital Workspace (DWS) known as “Cybercolleges42”**.

This **secure, remote electronic platform allows users who are connected to the Internet to access digital resources and services** designed to foster learning through the use of information and communication technologies (ICTs) and allowing diversified educational practices.

This range of services sets out to strengthen school education and educational action by providing the users of the educational institutions which are signatories to this document with a DWS which, amongst other things, fosters cooperative work, with the aim of improving communication between all of the participants in the educational community in order to promote the personal growth and success of all pupils.

It also helps to facilitate communication and discussions both between members of the educational community and between the colleges, the Department and their partners.

The main services provided to users within the Cybercolleges42 system are as follows:

- services involving the dissemination of information and the uploading of content and especially – although this is not exhaustive – the sharing of documents and bookmarks;
- services involving the consultation of a bank of educational resources;
- electronic communication services and especially – although this is not exhaustive – discussion forums;
- electronic correspondence services and especially access to electronic messaging services for certain categories of user only;
- services involving the downloading and storage of content. This list of services and functionalities may change.

**This charter is drawn up in the interests of all users and sets out the Department's commitment to ensuring harmonious, secure development of both access to and the use of the Cybercolleges42 system.** It formalises the ethical and security rules by which users undertake to abide, in return for the providing by the Department and the institution of access to the Cybercolleges42 system.

The DWS user undertakes to read and abide by all of the conditions of use as stated in this charter.

## Article 2 – Object

The object of this charter is to set out the conditions under which the Cybercollèges42 system can be used along with the rights and obligations of the Department, the institution in question and users.

This charter applies to all users, in other words all persons who are authorised to access or use the services and functionalities of the Cybercollèges42 system, irrespective of status.

This charter, which is applicable in principle to all users without distinction, may be supplemented, where applicable, by specific documents for certain categories of user.

## Article 3 – Definitions

- **“Digital Workspace” or “DWS”**: the DWS is an educational portal and it can be accessed from any computer which is connected to the Internet. The DWS offers a single point of entry to a personalised, password-protected space. From his or her personal space, the user has simplified access to the services and resources relating to his or her activities.
- **“Cybercollèges42”**: the Cybercollèges42 system is the DWS of the Loire; it has been set up on the initiative of the Department for all public and private colleges in the Department which wish to join;
- **“Institution”**: a participating college which is based in the Department of the Loire and has signed up to the agreement on the setting up of the Cybercolleges42 system.
- **“Users”**: the users of the Cybercolleges42 system are all users who are authorised to access the services and functionalities of the Loire DWS. They may be pupils, their legal representatives, parents or guardians, teaching staff, administrative and inspection staff and, generally speaking, all educational staff, including administrative, technical, employees, social, health and service staff, and all those persons who play a part in the education of pupils or make a contribution to the smooth running of the colleges. They may also be external partners (museums, associations, etc.)
- **“Accredited person”**: a person who has been appointed by the Department or the institution and who may need to carry out monitoring or maintenance operations within the Cybercolleges42 system.

# Rules of use

## Article 4 – Conditions of use

Users are prohibited - and where applicable criminal proceedings may ensue – from viewing, loading, storing, publishing or disseminating files and messages the contents of which amount to (N.B. this list is not exhaustive):

- an invasion of the privacy of another person;
- defamation or an insult;

- an incitement of minors to commit illegal or dangerous acts, facilitating the corruption of a minor, the pornographic exploitation of the image of a minor, the dissemination of any messages of a violent or pornographic nature likely to be seen by a minor;
- an incitement to consume illegal substances;
- an incitement to crimes and offences and incitement to suicide, incitement to discrimination, racial hatred or violence;
- an incitement to advocate crimes of all kinds, including murder, rape, war crimes and crimes against humanity; the denial of crimes against humanity;
- an incitement to trademark infringement;
- a reproduction, representation or dissemination of an intellectual work (e.g. a musical extract, a photograph, a literary extract, etc.), or a service involving similar rights (e.g. a performance of a musical work by an artist, a phonogram or videogram, a programme belonging to an audiovisual communication company) infringing copyright owned by authors, the holders of similar rights and/or the holder of the intellectual property rights;
- copies of commercial software for any use whatsoever, except for a backup copy under the conditions set out by the Intellectual Property Code;
- any use of a software application in a way other than that provided for by the licence pertaining thereto. This applies to any documents, files and messages, with or without attachments, irrespective of the form of the content (sound, audiovisual, multimedia or software).

The user must not engage in any behaviour which might encourage third parties to send him or her any such documents. Any utilisation of the Cybercolleges42 system for profit-making or commercial purposes is prohibited.

The Department and the institution hereby undertake to abide by the rules designed to protect the interests of third parties and to maintain public order, and amongst other things to inform the public authorities, the educational staff and the legal representatives promptly of any illegal activities of which they might become aware when using their Cybercolleges42 services.

The Department and the institution hereby undertake to take prompt action to withdraw any data or content stored on the platform or to make thereto impossible as soon as they effectively become aware of its illegal nature or of any facts and circumstances which may show this to be the case. The same applies if the Department and the institution are ordered to do so by a public authority.

The Department or its service provider hereby undertakes to hold and retain data allowing the identification of any person whomsoever who may have contributed to the creation of the content or any of the contents of the services of the Cybercolleges42 system in order to disclose this information to the judicial authorities at their request.

All users hereby undertake to notify the Department of the existence of any illegal content of which they may become aware so that this latter can remove it promptly from the Cybercolleges42 system.

All users hereby undertake not to perform any deliberate operations which might damage the operation of the network and the integrity of the computer resources.

Amongst other things, they hereby undertake not to develop, install or copy any programs designed to evade security mechanisms or saturate resources.

## **Article 5 – Logins and passwords**

Access to the Cybercolleges42 system is subject to the user first logging in. S/he has a "personal account providing access" to the resources and services on offer.

A user's access account is made up of a **login and a password, both of which are strictly personal and confidential**. Their use may not, under any circumstances, be transferred to a third party in any way whatsoever. **The user is responsible for retaining them.**

As a result, the user hereby undertakes not to use another user's login, even if s/he should become aware of it. S/he also undertakes not to create a false identity in such a way as to cause an error with regard to the identity of the sender of messages or the author of publications.

All users are hereby informed that they have rights of access and use of the Cybercolleges42 system which vary according to the profiles to which they belong. The opening of the access account technically means that specific tools and services are made available to the user, and there may be restrictions according to the rights pertaining to his or her profile. The user hereby undertakes to abide by the conditions of use (including licences) for the relevant tools and services. The user further undertakes not to access any services, applications or resources to which his or her profile does not give him or her access.

Finally, s/he undertakes not to use his or her login and password for any purpose whatsoever which might have the effect of interrupting or disrupting the smooth running of the Cybercolleges42 system.

Amongst other things, s/he must ensure that unauthorised third parties cannot gain access to the Cybercolleges42 system, use it and access its content by means of his or her access account.

If an incident is found to have taken place, but also in case of any doubt, s/he must immediately notify the head of the institution or his or her line manager, as the case may be.

The right of access is personal, non-transferable and temporary. It is subject to automatic annual renewal, and disappears once the holder thereof is no longer a user, as defined in article 3.

## **Article 6 – Protection of personal data**

### **■ Compulsory declaration to the CNIL (National Commission for Data Protection and Liberties)**

The Cybercolleges42 system has been declared to the CNIL.

The Department hereby undertakes to use users' personal data in strict adherence to the regulations on the protection of personal data.

This personal data may be disclosed to third parties for statistical purposes or for the purposes of historic or scientific research, amongst other things for the purposes of sociological or scientific studies, provided that the data processed in this way is first made anonymous.

The Department and the institution hereby undertake, in respect of all matters pertaining to each of them, to take appropriate technical and organisational steps to ensure the security of any personal data processed for the purposes of the Cybercolleges42 system so that it is not accidentally or illegally destroyed, altered, disseminated or subject to unauthorised access.

Users have rights under the regulations on the protection of personal data, including the following:

- the right to access any personal data about them which is subject to any processing;

- the right to ask the person responsible for the processing for any personal data to be rectified,
- the right to object to the processing of the data on legitimate grounds.

These rights may be exercised by approaching the institution.

#### ■ **Creating a file within the DWS**

When the user creates files including personal data as defined by the law of 6<sup>th</sup> January 1978 on computing, files and liberties and by European directive 95/46/EC of 24<sup>th</sup> October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, s/he must take particular care:

- to adhere to the prior procedures involving the CNIL ([www.cnil.fr](http://www.cnil.fr));
- to proceed to inform any persons who are affected in advance about the purpose and recipients of the processing of this information;
- not to collect any information from minors about the family environment, parents' lifestyle, their social and professional status, their religion and, more generally speaking, any information the collection of which is prohibited by law.
- to proceed to inform any persons affected in advance about the risk, inherent in the use of the Internet, that this data may be used in countries which do not offer a sufficient level of protection for personal data.

#### **Article 7 - Protection of pupils and especially minors**

The institution and the teaching staff have a duty to protect pupils by preparing them, advising them, and assisting them in the use of the tools and services supplied by the DWS. The Internet provides access to a large amount of non-validated information of highly differing value and levels.

All of the activities relating to ICTs carried out within the institution and involving the services provided must, as far as is possible, be preceded by very precise explanations or instructions given to pupils. These latter must, amongst other things, cover the conditions set out in this Charter and, where applicable, stress the specific security instructions, such as abiding by the rules on the protection of works, privacy and personal data. These activities must be organised in such a way that the pupils are encouraged to ask themselves good ethical questions and so that they personally and directly have an opportunity to grasp the constraints and realities of creating and sending information.

#### **Article 8 – Image protection**

The publication of photographs of minors on the Internet or any other medium necessarily requires prior authorisation from the pupils' legal representatives. The publication or the use of the image of any person who is legally of age, including in a "photo gallery"<sup>1</sup>, requires their prior authorisation.

#### **Article 9 - Intellectual property**

##### ■ **Cybercolleges42**

---

<sup>1</sup> *Translator's note:* the French word here, "*trombinoscope*" can mean any number of things, depending on the precise context. It could be a yearbook of some kind, for instance.

The “Cybercolleges42” trademark and any technical developments to components of the Cybercolleges42 system are owned exclusively by the Department.

Users do not acquire any right of ownership over the components of the Cybercolleges42 system solely due to the fact that they make use of them. These components may be subject to alterations or removed as the Department may require.

The use of the Cybercolleges42 system does not involve any transfer of any kind whatsoever to users of intellectual property rights over the components such as websites, databases, trademarks, drawings and models, still or animated images, texts, photographs, logos, graphic charters, search engines or software, uploaded or made available on the Cybercolleges42 system by the Department, the institution, outside service providers or other users.

All users hereby undertake to adhere to the intellectual property rights relating to the software and to any freeware or “open source” software the conditions of use for which make provision for any scenarios in which their use is prohibited.

#### ■ **Publication and uses of content**

Any representation or reproduction of a work without its author’s authorisation is an act of infringement and is punishable both civilly and criminally.

In cases where the user has obtained the author’s authorisation to reproduce and represent a work, a reminder is hereby given that the user needs to show information for each of the documents in question about their intellectual property (name(s) and capacity or capacities of the author(s), sources and dates of creation), any additional details about the nature of each document (original or adapted, the nature of any adaptations), along with precise details of the methods of authorised use.

Users have copyright over any content that they may create as defined by the Intellectual Property Code and including any moral rights (respect for their names, capacities and works) and also any rights of ownership (including the rights of exploitation, representation and reproduction of the work). Users affix their initials to each contribution they upload to the Cybercolleges42 system.

They authorise other users to use any content they create and upload or store on the Cybercolleges42 system for educational purposes or other uses for the purposes of the Cybercolleges42 system. Only content stored in the private part of the Cybercolleges42 system belonging to each user cannot be freely used by other users without authorisation.

When the work created by a user, and in particular a pupil, is a collective work pursuant to article L. 113-2 of the Intellectual Property Code, this work is the property of the legal entity under the name of which it is disclosed.

#### **Article 10 - Liability**

The Department may not be held liable on the grounds that content has been disseminated on the Cybercolleges42 system by the institution and the users.

Although hypertext links on the Cybercolleges42 system may refer to other third party sites, only the operators and owners of these sites are responsible for the contents of these sites, to the exclusion of the Department.

The Department therefore declines any responsibility if the contents of these sites should contravene current legal and regulatory provisions, including in all matters concerning the data contained or disseminated and any processing of personal data which may take place.

Detailed traces of activity are kept for the legal or conventional periods, at the end of which they are destroyed. They are considered as proof of the use of the Cybercolleges42 system by users, and may be subjected to anonymous statistical processing.

These traces may be handed over to the competent authorities according to current legal and regulatory provisions. Solely any data affecting him or her directly and individually may also be disclosed to the user, in application of the provisions of the regulations on the protection of personal data.

Users hereby acknowledge that the Department may not be held responsible for any direct or indirect damage or losses which might occur as a result of accessing the Cybercolleges42 system or the use of the services available on it.

Users who are legally of age hereby acknowledge that they make use of the services of the Cybercolleges42 system at their own risk and are solely responsible for whatever use of it they may make.

Users who are minors make use of the services of the Cybercolleges42 system under the sole responsibility of the persons under whose authority they are during school periods and hours and the persons who have parental authority over them outside of these periods and times.

Users accept responsibility for all content they upload or store on the Cybercolleges42 system. They acknowledge that, in the event of a breach whatsoever of any of the provisions of this charter and/or any current laws or regulations whatsoever, they guarantee the Department against any dispute, objection, claim, action and, generally speaking, against any difficulty which might be brought before the Department by a third party and relating to the editorial content or the information disseminated via the Cybercolleges42 system.

## **Monitoring and maintenance**

### **Article 11 – Hosting and storage - Availability of the service**

The Department handles the hosting of the platform, but may entrust this work to an accredited service provider.

The Department or its service provider shall make every possible effort to ensure that the service it offers remains permanently accessible, but is under no obligation to do so. So the Department may interrupt access, including for maintenance and upgrading reasons, or for any other reasons, including technical ones, and may not be held liable for any consequences which these interruptions may have both for the user and for any third parties. As far as possible the Department shall attempt to keep users informed of the occurrence of these interruptions.

### **Article 12 – Retaining of data**

The Cybercolleges42 system is a temporary storage site. The Department and the institution may not be held liable for the loss of any data stored on the platform.

Each user must organise and take any steps necessary in order to retain any messages and content s/he uploads to the Cybercolleges42 system.

### **Article 13 - Maintenance**

The providing of the Cybercolleges42 system necessarily involves technical maintenance operations, whether this maintenance is corrective, preventive or ongoing.

These maintenance operations may require work to be carried out by an “accredited person” either on site or in the form of “remote troubleshooting”. The “accredited person” is the person appointed by the Department for this purpose.

Although the aim of these operations is merely to ensure the smooth running and security of the Cybercolleges42 system, for the purpose of this work, the “accredited person” may need to make a detailed examination of its connection log.

Although the “accredited person” shall ensure that s/he does not access any files entitled “private” unless the user is present, s/he may, either for essential security reasons or for technical reasons (overloading of the network, to combat viruses and spam, etc.) be forced to do so, in spite of the user’s objections.

If, when carrying out maintenance or monitoring operations, an “accredited person” should identify any abnormal use and/or illegal or damaging content, s/he shall inform the Department thereof.

### **Article 14 - Monitoring**

The Department and the institution reserve the right to carry out checks on the Cybercolleges42 system for traceability, security, abuse detection, statistical or optimisation purposes.

The Department and the institution reserve the right to monitor the content of any webpage hosted on the servers which host the platform with a view to checking adherence to the provisions of this charter and the legal rules, either on its own initiative, or as part of legal proceedings or administrative investigations.

## **Terms and conditions**

### **Article 15 – Signing up to the charter**

Access to the Cybercolleges42 system is subject to acceptance of this charter by users.

This is done either by signing the hard copy version of the charter or by a “positive double click” online when first joining the Cybercolleges42 system.

With regard to pupils who are minors, signing up to the charter and approving its rules can only take place if this charter is signed by one or more persons who are of age and who have the legal authority to represent him or her.

The hard copy version of the charter may be appended to any pre-existing charters and rules or contracts between outside service providers and the Department, where applicable.

Signing up to the charter must be repeated each time that there is a change to it.

**Article 16 - Term**

This charter comes into force once it has been accepted by the user for a term equivalent to one school year (1<sup>st</sup> September of year N to 31<sup>st</sup> August of year N+1). It is subject to automatic annual renewal and ends once the person in question is no longer a user as defined in article 3.

**Article 17 - Penalties**

Any failure to abide by all or part of the rules set out in this charter may lead to the user's right to use the Cybercolleges42 system being immediately withdrawn and, where applicable, to disciplinary measures and/or legal proceedings.

**Article 18 – Future alterations**

The Department reserves the right to make any changes it may deem to be necessary and useful to this charter.

The charter which appears online on the Cybercolleges42 system takes precedence over any printed version with an earlier date.

**Date and user's signature:**

**For minors, date and legal representative's signature:**