



AZIENDA PER IL DIRITTO  
ALLO STUDIO UNIVERSITARIO  
DELLA  
REGIONE CAMPANIA



## UNIVERSITY RESIDENCE REGULATIONS

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## **TITLE I – GENERAL PROVISIONS**

### **ARTICLE 1 - PURPOSE**

1. The Regional Agency for the Right to University Education of the Region of Campania (hereinafter the 'Agency') provides housing services in residential facilities to contribute to the success of university education, as a priority through the provisions of the call for scholarship applications.
2. These Regulations govern the hospitality relationship, which arises as a result of the allocation of the accommodation space, the relationships between students, the forms of association, participation and representation, information flows, internal mobility between residences, temporary hospitality, the maintenance of functionality and hygienic and sanitary conditions, the protection of safety, any breaches, lapses and the return of accommodation.

### **ARTICLE 2 - PRINCIPLES**

1. Accommodation in university residences ensures equal treatment of students without distinction based on geographical origin, language, culture, gender, religious faith, political opinions or territorial location of services.
2. The criteria for the allocation of accommodation, forms of participation and the management of common spaces promote integration.
3. The management of spaces is aimed at limiting the consumption of natural resources, promoting waste recovery, and limiting environmental emissions.

### **ARTICLE 3 - REPRESENTATION**

1. The assignees elect their representatives at the beginning of the academic year, with a maximum number of four members for each residence, through elections based on the principle of democracy.
2. The following are eligible:
  - a) up to four representatives for residences with more than two hundred and fifty beds;
  - b) up to three representatives for residences with a number of beds between one hundred and two hundred and fifty;
  - c) up to two representatives for residences with a number of beds between fifty-one and one hundred;
  - d) one representative for residences with less than fifty beds.
3. Except in the case of a single representative, representation includes at least one female representative.
4. This representation has propositional, consultative and liaison functions between the assignees and the Agency, in order to contribute to the improvement of services and consolidate good rules of collective living.

## **TITLE II – ALLOCATION AND USE OF ACCOMMODATION**

### **ARTICLE 4 - ALLOCATION TO NON-RESIDENT STUDENTS**

1. Accommodation places are assigned as a priority to students who are away from home, who are able, deserving and without means of support, on the basis of the economic and merit assessment criteria established by the provision on the right to study.
2. The allocation of accommodation places is based on the order of the rankings drawn up according to the criteria established annually by the call for scholarship applications, upon invitation by the Agency and in conjunction with the publication of the provisional rankings.
3. Students receiving an invitation are required to attend in person at the place, on the dates and at the times indicated by the Agency.
4. In the event of impediment for documented reasons, the student may delegate, solely for the material receipt of the accommodation, one person, who must in any case attend in person within the established terms; the legitimate assignee shall regularise their position within the following ten days, under penalty of the forfeiture of the accommodation space and shall in any case be required to pay the fee for the period of non-occupancy.

### **ARTICLE 5 - OTHER ALLOCATIONS**

1. Accommodation places not allocated to non-resident students are granted for a fee to other users identified from among students, teaching and technical/administrative staff of university institutions, including of non-Italian nationality, as well as the companions of students with disabilities who so request.
2. In the event of requests for hospitality in excess of the number of available accommodation places, those received from students residing in the most distant locations from the university will be given preference.

#### **ARTICLE 6 - PRECAUTIONARY HEALTH EMERGENCY MEASURES**

1. Access to and residence in university residences are subject to specific vaccination protection - required by legislative provisions on the containment and combating of infectious diseases - for access to and residence in accommodation facilities and participation in collective events in order to effectively guarantee the right to study and to contribute to the protection of health in university communities.
2. This does not affect the cases of exemption from vaccination pursuant to the provisions of the Ministry of Health.
3. The Agency is responsible for the sanitation of the rooms and surfaces of the residential structures, in line with the instructions issued by the Istituto Superiore di Sanità (Health Authority).
4. For each residence, the access and exit flows as well as the maximum number of people permitted inside the residence have been evaluated: these indications are displayed at the entrance of the property, in Italian and in English.

#### **ARTICLE 7 - TIME LIMITS FOR ALLOCATION**

1. The period of use of the accommodation is normally ten months.
2. Any period of closure serves to facilitate the execution of interventions aimed at ensuring the regular operation and improvement of housing conditions, as well as modulating availability in relation to the academic calendar and actual attendance on the educational campuses.
3. Residences that remain active during the closure period permit shorter stays related to educational needs, student mobility and the international relations of university institutions.
4. Restrictions on residence access are set out by the manager responsible and notified to the assignees at least thirty days in advance. Notification is also published on the institutional website of the Agency.
5. Temporary restrictions on the use of residences for unforeseeable situations relating to public sanitation, health, safety, urgency and extraordinary maintenance to avoid damage to people or property includes transitional arrangements for assignees within other housing or accommodation facilities.

#### **ARTICLE 8 - TERMS OF ALLOCATION**

1. The Agency, on the basis of the ranking of the winners of an accommodation place and following the criteria defined in the call notice, shall issue an invitation to the eligible students.
2. University residence allocation is based on the following criteria:
  - a) distance between the university residence and the main educational campus;
  - b) preferences expressed by the assignee at the time of scholarship and accommodation application;
  - c) balanced presence of different ethnic, religious and cultural communities to promote opportunities for integration and association amongst students.
3. Allocation of the bed space within the housing unit is based on:
  - a) gender;
  - b) the geographical origin of the students present within the apartment/room, favouring plurality and integration;
  - c) the age of the student.
4. The hospitality agreement is signed at the time of allocation of the accommodation space.

#### **ARTICLE 9 - MATERNITY**

1. The Agency recognises and protects the right to maternity and, in the forms and measures established by the call for applications and by these Regulations, shall guarantee support during and after the period of pregnancy.

2. In cases of childbirth during the allocation period, the Agency, if there are suitable spaces, shall guarantee the accommodation of the mother and the child for the duration of the allocation.
3. The Agency shall identify the most suitable place of accommodation during the final stage of pregnancy and after childbirth in order to ensure an adequate and comfortable accommodation of the parent assignee and preserve the prerogatives of the other residents.
4. In order to ensure a suitable environment for study in the common areas of the residences, the child will be permitted access to these areas only if accompanied.

#### **ARTICLE 10 - RECEIPT OF THE ACCOMMODATION**

1. The assignee is required to read and sign the delivery form for the furniture and equipment made available at the time of signing the hospitality agreement.
2. Within three working days of receipt of the accommodation, the assignee shall notify the Agency in writing of any discrepancy with the contents of the delivery report, which shall be followed by verification of the discrepancies found and any modification of the report; notifications made after the three working day deadline shall not be taken into consideration.
3. At the time of receipt of the accommodation, the assignee undertakes to observe the rules of conduct set out in these Regulations and undertakes to read and comply with all safety requirements.

#### **ARTICLE 11 - USE OF ACCOMMODATION**

1. The accommodation space is reserved exclusively for the student assignee, who may not, under any circumstances, transfer its use, including temporarily.
2. Domicile may be established at Agency housing facilities; the transfer of residency is not permitted, including temporarily.
3. The assignee acknowledges that, in order to ensure healthy and daily cohabitation with other guests and Agency staff, their conduct must be oriented towards compliance with the fundamental rules of tolerance, respect and collaboration.

#### **ARTICLE 12 – FEES AND PAYMENTS**

1. The amount of the monthly fee is established by the Board of Directors of the Agency.
2. For eligible beneficiary students, a sum shall be deducted directly from the amount of the scholarship due for the purpose of accommodation, as provided for in the call for applications.
3. In all other cases, the fee shall be paid in monthly instalments in advance from the first to the fifth of each month to the Agency, as per to the indications set out in the hospitality agreement.
4. The fee shall be paid in advance for stays of less than thirty days.

#### **ARTICLE 13 - WAIVER OF ACCOMMODATION**

1. The eligible beneficiary who has not accepted the available accommodation waives the corresponding services fee of the scholarship.
2. This flat-rate fee corresponds to the minimum amount for the use of Agency accommodation as per the provisions contained in the call for scholarship applications.

#### **ARTICLE 14 - CONDUCT OF THE ASSIGNEE**

1. The assignee undertakes to:
  - a) respect and take responsibility for the environment in which they live;
  - b) conduct themselves in a manner that is compatible with the needs of the other students;
  - c) display notices, signs or other items only in designated spaces;
  - d) engage in behaviour aimed at reducing the impact on the environment, paying particular attention to the efficiency of services and the rational use of resources;
  - e) periodically check the good working order of the equipment and furnishings made available, promptly notifying Agency staff of any defects.
  - f) provide for the daily cleaning of the assigned rooms, including the shared kitchen areas on the floors

- or within the housing units;
  - g) use only appliances that are compliant, energy-efficient and compatible with technical and system requirements;
  - h) make proper use of common rooms and equipment;
  - i) comply with the rules referred to in these Regulations or specific Agency provisions regulating cohabitation within residences;
  - j) not tamper with plant/systems or to remove equipment for access to network systems;
  - k) not install equipment for accessing the data network.
2. The assignee also undertakes not to:
- a) bring animals onto the premises of university residences or the areas outside these premises, except in the case of companion animals for disabled persons;
  - b) behave in a manner that may constitute a hazard to people or things or that may constitute violations of applicable laws and regulations;
  - c) organise events without prior authorisation.

#### **ARTICLE 15 - HEALTH AND SAFETY OF SPACES**

1. In taking receipt of the accommodation, the assignee undertakes to comply with all provisions on safety to ensure the safety of themselves and other assignees.
2. Within the framework of this general provision, the assignee undertakes to:
  - a) not keep flammable materials or harmful substances in common spaces or inside rooms or apartments, except for commonly used products;
  - b) not use inflammable material in furnishing the room;
  - c) not make changes to the composition or arrangement of the furnishings without prior authorisation from the Agency and to not introduce furniture or equipment of any kind into common areas or rooms;
  - d) not tamper with the electrical system or smoke detectors;
  - e) not perform or have performed any unauthorised repairs;
  - f) not use stoves or cooking devices of any kind other than the equipment made available by the Agency;
  - g) not engage in conduct or actions that may constitute a hazard to persons or property or that constitute violations of applicable laws and regulations;
  - h) ensure that escape routes are clear and at all times safely usable and to not make improper use of emergency exits;
  - i) not smoke inside the common areas or in the assigned rooms/apartments;
  - j) promptly dispose of any waste produced in the designated containers.
3. The assignees shall participate in emergency drills and in the implementation of the risk assessment documents and emergency plans.

#### **ARTICLE 16 - CLEANING OF SPACES**

1. The daily cleaning of the room, the bathrooms and the spaces inside the apartment is the responsibility of the assignee; the Agency shall provide for weekly cleaning of the individual housing units and daily cleaning of the common areas of the residences.
2. If room is found to have unacceptable conditions of cleanliness, the Agency, after having unsuccessfully requested the assignee, shall arrange for the cleaning of the spaces with their personnel; in this case the cost of the service will be charged to the assignee or assignees of the housing unit, dividing the amount in equal parts between them.
3. If the assignee discovers parasites, they are required to promptly notify the Agency for the necessary sanitation procedures

#### **ARTICLE 17 - SUMMER CLOSURE OF UNIVERSITY RESIDENCES**

1. The manager responsible shall identify, within the deadline for participation in the call for applications,

the periods of closure of university residences, which normally coincide with the month of August.

2. In the case of exams to be taken during the summer closing period, the assignee may stay free of charge at another operating structure for the days necessary to complete the exam.
3. During the period of the summer closure, the assignee of the bed spaces temporarily allocated to other institutional activities shall be required to free the room of their personal belongings, using the premises identified by the Agency for the purposes of storage.
4. Assignees requiring accommodation during this period of closure may submit a relevant request between 20 April and 30 June each year; any accommodation shall be provided for a fee at the rate set by the Board of Directors on an annual basis.
5. If a bed space is not available in the assignee's usual residence due to the August period of closure, they may be assigned to a residence other than the one normally occupied.

#### **ARTICLE 18 - TERMINATION OF THE RIGHT TO ACCOMMODATION**

1. The duration of allocation for the accommodation space is set out in the hospitality agreement.
2. The right to use the accommodation place shall lapse in the cases set out by the Regulations, the hospitality agreement and in the presence of a revocation order.
3. Should the student obtain a final degree or should forfeiture or revocation become applicable to the assignee for any other reason, the assignee must promptly notify the Agency.
4. Where cause of forfeiture exists, the student assignee shall have a period of time, usually ten working days, within which to leave the accommodation permanently; this period shall start from the date of relevant notification.
5. If at the beginning of the new allocation period, the student does not appear to meet the requirements to confirm the accommodation, the student shall be required to leave the university residence within the terms provided by the call for applications; a daily rate shall be charged for each day of stay, which shall be increased on the basis of the call for applications provisions.

#### **ARTICLE 19 - RETURN OF ACCOMMODATION**

1. At the end of the allocation period or where one of the causes of forfeiture arises or in cases of early release, the assignee must return the accommodation in the same conditions found at the time of receipt.
2. The assignee undertakes to communicate the date of return of the accommodation space with a minimum notice of at least seven days in order to allow for scheduling of a joint inspection with the authorised personnel.
3. If any damage is found, the Agency shall implement the procedures for compensation.

### **TITLE III - SUPPLEMENTARY CONDITIONS**

#### **ARTICLE 20 – INTERNAL MOBILITY AND TRANSFERS**

1. Internal mobility allows for transfer within the same structure or to other residences and identifies the methods of access to single rooms and studios by assignees.
2. Internal mobility is subsequent to the allocation of accommodation and is achieved through procedures and criteria that allow for timely allocation of single rooms and studios with a consequent reduction in the time of non-use of bed spaces.
3. Internal mobility operates on a competitive basis and can be carried out a maximum of two times during the academic year.
4. Mobility by competition includes a comparative procedure, the evaluation of the applications of the student assignees, preference criteria according to specific requirements defined by the notice published on the institutional website of the Agency and on the basis of the guidelines set out by the Board of Directors.
5. For organisational purposes and for the prevention of environmental incompatibilities, the manager responsible may arrange for transfer after consultation with the interested party.

#### **ARTICLE 21 - ABSENCE AND NON-USE OF ACCOMMODATION**

1. In order to guarantee those students awarded the right to accommodation and awaiting allocation, the Agency shall verify the actual use of the bed space by the assignee.
2. The assignee is required to report in writing, including by e-mail, any absence exceeding fifteen consecutive calendar days.
3. Absences exceeding fifteen consecutive calendar days, if not duly justified with appropriate and adequate documentation, shall entail, upon referral by the manager responsible, revocation of the benefit subject to a fair hearing with the interested party.
4. Absence occurs when the assignee does not stay overnight in the university residence or in any case does not make permanent use thereof.
5. If the assignee is awarded international transfer or participates in a master's programme, internships or work placements, the assignee shall be required to notify the Agency of the duration of the absence and to produce related documentation.
6. The assignee, for scheduled absences of more than thirty-five days, shall be required to free the accommodation space of their personal belongings; the Agency reserves the right to make use of temporary vacancies.

#### **ARTICLE 22 - PAID STAYS**

1. The Regulation and the hospitality agreement establish the cases in which the stay within the university residences may take place for a fee; the assignees are required to pay the expected rate by the tenth day of each month in the manner specified in the hospitality agreement.
2. Fees are calculated on a daily basis.
3. If a cause of forfeiture arises, staying beyond the period communicated to the interested party will result in application of the increased tariff established by the call for applications.

#### **ARTICLE 23 - CHECKS AND MAINTENANCE**

1. The Agency shall periodically check the proper functioning of the systems and the proper maintenance of the assigned bed space.
2. Any checks, including urgent and unforeseen activities and scheduled maintenance within the accommodation, shall be carried out after notifying the assignees.
3. For maintenance operations required by the student or for extraordinary and urgent repairs, access to the accommodation shall be permitted to authorised personnel, even in the absence of the room's assignee.
4. Checks on accommodation conditions are normally carried out once a month; the student representative of the university residence where the checks are carried out shall be permitted to participate during these checks, subject to the consent of the students living there.

#### **ARTICLE 24 - INSPECTIONS**

1. Inspections, including urgent and unforeseen activities aimed at verifying compliance with these Regulations, may be carried out at any time and in such a way as to guarantee the confidentiality of the assignees.

#### **ARTICLE 25 - CONTAGIOUS DISEASES**

1. The assignee is required to report contagious diseases, whether deemed as such by the assignee themselves or certified by medical personnel.
2. The manager responsible, in the presence of infectious and circulating diseases, considering the specific prescriptions provided by the Health Authorities in relation to any need for isolation, may temporarily suspend the benefit or adopt, in agreement with the Health Authorities, all necessary measures until complete recovery, which must be certified with medical documentation, in order to protect the health of the assignee and the community.

#### **ARTICLE 26 - SECURITY DEPOSIT**

1. The assignee, before final allocation of the accommodation space, shall be required to pay a non-interest bearing security deposit in the amount of one month's fee; for stays of less than thirty days, the deposit shall

be equal to ten percent of the amount charged for the stay.

2. The security deposit shall be returned after the return of the accommodation, net of expenses incurred for the repair of any damage caused to the structure or furnishings during the period of stay.
3. The security deposit may also be used for partial or total coverage of outstanding debts payable to the Agency, subject to a fair hearing with the interested party.
4. In cases of damage or shortfall with respect to the equipment listed in the inventory signed at the time of delivery of the place of accommodation, the assignee shall be required to provide compensation for said items by paying the itemised amounts stipulated in the technical annex adopted by the manager responsible and published on the institutional website.
5. If the type of damage is not foreseen or described in the inventory sheet referred to in the previous point, the amount of compensation shall be equal to the costs actually incurred by the Agency for the repair of the damaged asset or for the replacement purchase for a stolen or non-repairable asset.
6. If it is not possible to impute individual responsibility, each student shall be held jointly and severally liable for the damage caused, along with the other assignees of the room and apartment.
7. Notification of damage shall be made in writing; the damages must be compensated within thirty consecutive calendar days following notification by payment of the requested amount.
8. In the event of late payment, the Agency has the right to recover the sum due from the security deposit; if the deposit is not sufficient to cover the entire amount of the damage and the interested party, after sixty days following solicitation, refuses to supplement the necessary sum, the procedures for enforced credit recovery shall be initiated.
9. The security deposit must be replenished by the assignee in the event of any recoveries or damages.

#### **ARTICLE 27 - PROCEDURES FOR THE REFUND OF THE SECURITY DEPOSIT**

1. The security deposit, net of any amounts withheld to cover outstanding debts due to the Agency, shall be returned to the assignee at the time of the return of the accommodation space within thirty consecutive calendar days.
2. The assignee, in order to obtain the return of the amount paid, shall be required to confirm the method of payment.
3. The assignee may delegate another person to submit the return request; the delegation must include the personal details of the delegator and the delegate and must be accompanied by a photocopy of the identity document of both parties.

### **TITLE IV - INTERNATIONAL HOSPITALITY AND TEMPORARY HOSPITALITY**

#### **ARTICLE 28 - AVAILABLE ACCOMMODATION OPTION**

1. Each February, the Agency notifies the University Institutions of the number of accommodation places that may be available for each territorial headquarters for international hospitality, in support of the teaching and scientific strategies of the University Institutions.
2. Availability for international hospitality is estimated taking into account the foreseeable number of eligible beneficiaries for the following academic year, calculated on the basis of enrolments, registrations and results of the calls for scholarship applications over the preceding three years, in line with the constraints deriving from the financing used for the construction and refurbishment of university residences.
3. The option is exercised by the university institutions by 30 June for the following academic year.
4. The option involves the payment of a fee calculated for ten months in the amount defined annually by the Board of Directors for each accommodation place.

5. The monthly fee for optional accommodation is payable by the University Institutions even in the event of cancellation of the international programme, non-use of accommodation or postponement of arrivals.

#### **ARTICLE 29 - DAYTIME HOSPITALITY**

1. The assignee may normally host one guest in the housing unit, between the hours of 9.00 am and 8.00 pm, in compliance with capacity conditions compatible with the protection of health and safety.
2. The visitor shall be required to provide concierge staff with an original identity document to be collected at the end of the visit, in order to allow for registration and annotation of the time of entry and exit.
3. The concierge staff will check that the number of people present at the same time inside the residence is compatible with the provisions of the risk assessment document and the emergency plan.
4. Access by minors is not permitted under any circumstances.

### **TITLE V - COMMON AREAS**

#### **ARTICLE 30 - STUDY ROOMS, RECREATIONAL SPACES**

1. The university residences are equipped with common spaces intended to accommodate study and recreational activities.
2. The spaces can also be used by non-assignee students for study activities and cultural, artistic and associative events.
3. Each external visitor entering the residence common areas must provide the concierge with an original identity document to be collected later in order to allow for registration and annotation of the time of entry and exit.
4. The concierge staff will check that the number of people present at the same time inside the residence is compatible with the provisions of the risk assessment document and the emergency plan.
5. Failure to observe the correct use of the spaces shall entail immediate removal from the common space as well as the temporary or definitive refusal of access.
6. The Agency assumes no duty of care and is exempt from any liability for theft or damage to persons or property.

#### **ARTICLE 31 - ORGANISATION OF EVENTS**

1. The organisation of cultural, artistic and associative events at university residences is subject to authorisation by the manager responsible and must be requested at least three days in advance.
2. The manager responsible, based on an evaluation of the residence spaces and the characteristics of the event, shall define the rules to be observed, the maximum number of participants for the protection of health and safety, the prior identification of those responsible in case of damage compensation and the undertaking to clean and reorder the spaces at the end of the event.
3. The common areas of the residences may not be used for political events or religious ceremonies.

### **TITLE VI - DISCIPLINARY MEASURES**

#### **ARTICLE 32 - TYPES OF PENALTIES**

1. Acts contrary to the provisions of the Regulation shall entail the application of one of the following penalties:
  - a) written warning;
  - b) fine;
  - c) transfer;
  - d) suspension of the accommodation benefit;

- e) withdrawal of the accommodation benefit.
2. The manager responsible shall be responsible for ascertaining with adequate confirmation the veracity of the conduct attributed to the assignee.

### **ARTICLE 33 - WRITTEN WARNING**

1. A written warning consists of a written notice by the manager responsible following investigation.
2. A written warning shall be applied for the following infringements:
- a) organisation or participation in events not previously authorised in the manner provided for by these Regulations within university residences;
  - b) disturbance caused to the surrounding area and other guests of the residence between the hours of 11 pm and 8 am;
  - c) leaving of food and beverages in the kitchen and common areas and failure to clean these spaces;
  - d) violation of the smoking ban in rooms or common areas, without prejudice to the application of the additional penalties provided for in relation to smoking;
  - e) keeping of animals of any species on facility premises;
  - f) application, for the second time, of stickers or posters on walls, doors or furnishings in a way that may cause damage or is difficult to remove (without prejudice to the obligation to rectify any damage);
  - g) keeping the internal lighting and water supply units in operation when the assignee is outside the housing unit;
  - h) violation of the rules on separate waste collection, without prejudice to any municipal administrative penalty;
  - i) violation of the specific rules governing the use of green areas and recreational areas in general;
  - j) failure to comply with condominium rules, where established;
  - k) use of electric or gas stoves, cookers and any other electrical appliance with electrical resistance incompatible with the systems with which the housing units are equipped;
  - l) introduction of furniture and equipment into the housing units without the Agency's permission;
  - m) blocking of escape routes with material that may hinder the escape of people in the event of an emergency, or which in any case contravenes safety regulations;
  - n) modifications or adaptations of the furnishings in the rooms without relevant authorisation;
  - o) presence of guests outside the permitted times;
  - p) positioning of any object on the windowsills;
  - q) tampering with installations or removal of equipment providing access to network systems;
  - r) installation of any type of equipment providing access to the data network.
3. In the case of conduct contrary to mutual respect, fairness, good manners and civil cohabitation with other assignees and staff or for an instance not provided for in the previous points and in line with the gravity of the case, the manager responsible reserves the right to apply the written warning penalty.

### **ARTICLE 34 - FINE**

1. The fine shall be a pecuniary penalty of an amount between a minimum of fifteen euros and a maximum of seventy-five euros.
2. A fine shall be imposed by the manager responsible if the assignee, after having received two written warnings, repeats one of the behaviours subject to written warning.
3. The assignee shall pay the amount due within 60 days of notification of the infringement.

### **ARTICLE 35 - TRANSFER**

1. Transfer consists of allocation of a bed space in a university residence other than the one assigned, or, where this is not possible, in a different room within the same residence.
2. Transfer shall be ordered by the manager responsible in the following cases:
- a) repeated conduct subject to a written warning and fine;
  - b) irreconcilable differences between cohabiting assignees in the same room;
  - c) for any instances that may result in the suspension of the accommodation benefit.
3. The manager responsible, taking into account the gravity of the instance, shall determine the transfer

deadline, which shall in any case fall within fifteen days following notification of the transfer order.

#### **ARTICLE 36 - SUSPENSION OF ACCOMMODATION**

1. Suspension of the accommodation benefit may be applied for a period up to a maximum of sixty days.
2. Suspension shall be ordered by the manager responsible and shall prohibit use of the accommodation for the relevant period.
3. During the suspension period, the assignee is obliged to return any devices accessing the housing unit and may not use the common spaces of the university residences.
4. In the event of a suspension of more than thirty-five days, the assignee is required to free the accommodation of their personal belongings.
5. Suspension of the bed space benefit shall be ordered in the following cases:
  - a) repeated conduct leading to the application of transfer;
  - b) failure to collaboratively adhere to the official transfer within the terms communicated, without prejudice to documented force majeure;
  - c) possession of hazardous, radioactive or flammable materials that are not in normal or common use;
  - d) tampering, damage or adaptations to electrical, fire or computer systems;
  - e) transfer or permission to use the accommodation in violation of the rules governing hospitality;
  - f) transfer or permission to use the access devices to the residence or the room to third parties;
  - g) initiation of criminal proceedings for which measures restricting personal freedom are ordered by the competent authority; in this case suspension is envisaged until a final judgement.

#### **ARTICLE 37 - REVOCATION**

1. Revocation of the accommodation space consists of the immediate forfeiture of use of the same and entails the loss of confirmation status for the call for applications pertaining to following years.
2. Revocation shall be ordered by the manager responsible.
3. Without prejudice to the grounds for forfeiture provided for in the call for applications, revocation of accommodation shall be ordered in the following cases:
  - a) repeated suspension of the accommodation benefit if the student has already been subject to this measure in the same academic year;
  - b) bringing into the residence weapons, explosives or substances prohibited by law;
  - c) failure to use the bed space, unjustified absences and exceeding the permissible terms;
  - d) criminal conviction *res judicata* for crimes incompatible with community living;
  - e) subletting of own bed space.

#### **ARTICLE 38 - DISCIPLINARY PROCEDURE**

1. Instances constituting a violation of these Regulations shall be communicated within fifteen days; this period shall start from the day on which the instances occurred or from the day on which the personnel becomes aware of them.
2. The notification must provide details of the facts and circumstances constituting the infringement and must specify the regulatory rule infringed.
3. If the manager responsible verifies that the infringements fall within one of the cases for which the application of a penalty is envisaged, within ten days of notification, the manager responsible shall formally notify the assignee of the complaint and the assignee shall be invited to present their rebuttal in writing within five days of notification of the complaint.
4. On the basis of the completed investigations and the rebuttal made by the assignee, the manager responsible, if no infringement is found, shall order the proceedings to be closed.
5. Otherwise, the manager responsible, based on the assessment of the facts ascertained, shall impose the penalty within thirty days of receipt of the rebuttal.
6. The assignee may appeal against such disciplinary measures within five days to the Director, who shall examine the appeal within five days and confirm or revoke the measures.
7. The assignee may lodge a judicial appeal against the measures that provide for the application of penalties in the manner and within the terms prescribed by law.

## **TITLE VII – FINAL AND TRANSITIONAL PROVISIONS**

### **ARTICLE 39 - DATA PROCESSING**

1. The Agency processes personal data to ensure the institutional functions necessary for the performance of the housing service in support of the right to study.
2. The processing of personal data is carried out by manual, computerised and telematic tools, with logic strictly related to the purposes themselves and in such a way as to guarantee security and confidentiality.
3. Data relating to the personal details of assignees and guests are communicated to the local Public Safety Authority, pursuant to Law no. 191 of 18 May 1978.
4. To safeguard users and assets, closed-circuit camera systems for surveillance and access control may be used; the recorded images shall be stored only temporarily with tools that protect security and confidentiality.
5. The images and recordings may be reviewed by Agency personnel and, for the sole purpose of verifying the operation of the system, by maintenance personnel; these data may be communicated upon formal request to the judicial or police authorities.
6. The data provided may be communicated to the Universities or to the managers of university residences for purposes provided for by law.
7. Pursuant to Article 3 of Presidential Decree 184/2006, guests authorise the Agency to send any notifications, as counterparties, electronically, to the email address indicated in the online application form for participation.
8. The Data Controller is the Agency, in the person of the Chairperson, with registered office in via Alcide De Gasperi 45, 80133 Naples, certified email: adisurc@pec.it.
9. The Data Processor is the General Manager of the Agency.

### **ARTICLE 40 - EFFECTIVENESS**

1. These Regulations shall enter into force fifteen days after publication in the Agency's electronic Register.
2. The Regulations are published on the institutional website and disseminated within university residences.

### **ARTICLE 41 - REPEALS**

1. The entry into force of these Regulations repeals the Regulations approved by the Board of Directors Resolution no 1 on 31 January 2022.