#### REPUBLIC OF TURKEY YEDITEPE UNIVERSITY STUDENT DORMITORY CONTRACT

#### Purpose

**Article 1-** The purpose of this Contract is to stipulate the procedures and principles regarding administration of Student Dormitory of Republic of Turkey Yeditepe University in order to provide students who are to reside at Student Dormitory of R.T Yeditepe University, located at İnönü Mah. Kayışdağı Cad. 26 Ağustos Yerleşimi Kayışdağı, Ataşehir, İstanbul (the "Campus") with modern, healthy, clean, safe, and peaceful housing, and to support them with their social and cultural progress.

#### Scope

**Article 2**- The provisions of this Contract shall apply to required qualifications of the students who are to reside at Student Dormitory of R.T. Yeditepe University, principles of dormitory administration, disciplinary procedures regarding students residing at the dormitory, and the procedures and principles regarding dormitory inspection.

#### **Operating Right**

**Article 3-** Student Dormitory are being operated by Institution licensed by the Ministry pursuant to the Contract signed by and between Rectorship of R.T. Yeditepe University and İSTEK Servis Eğitim Tic. A.Ş. (the "Company")

#### Definitions

Article 4- University: refers to R.T. Yeditepe University.

Company: refers to ISTEK Servis Eğitim Tic. A.Ş.

Semester: refers to half of the academic year

Fee: refers to the expenses for the bed, heating, water, internet, and costs of cleaning of bedlinen during the students' residential period at the student dormitory.

#### **Disciplinary Board of the Student Dormitory**

Article 5- Disciplinary Board of the Student Dormitory is composed of dormitory director as the chairman and a dormitory vice-director to be designated by dormitory director as permanent and alternate member or administration officer and students' representative.

## Duties of the Disciplinary Board of the Student Dormitory Article 6-

(1) The Disciplinary Board of the Student Dormitory

a- Evaluates the actions of students referred to the Disciplinary Board

b- Resolves the disciplinary actions.

c- Examines and finalizes requests and objections regarding the resolutions of the **Disciplinary Board** d- Conveys the resolutions made to the Rectorate and to the Company's Head Office.

(2) Before the student is referred to the disciplinary board, the necessary examinations are made by the institution's administration.

(3) The disciplinary board takes the defence of the student referred to the disciplinary board in writing; or takes verbally providing that it is written in the minute. If the invited student does not accept the invitation or not make a statement or it is found out that he/she is not in the institution without permission, situation is recorded with a minute and the decision is made by the disciplinary board in the absence of the relevant student. In the event of more than one action requiring disciplinary sanction, each action is evaluated separately by the disciplinary board.

(4) The Director or disciplinary board take into account the nature and importance of the student's behaviour, the general condition of the student inside and outside the institution, the conditions under which the disciplinary action was committed, the mental condition of the student when he/she committed the disciplinary action, and the extenuating and aggravating circumstances of the action before imposing the sanction.

(5) The disciplinary board, if it deems necessary, may expand the investigation collectively or by assigning a member.

(6) The decisions of the disciplinary board are written in the decision book of the disciplinary board.

(7) All kinds of incidents that take place in the institutions and require a judicial investigation are reported to the relevant authorities as soon as possible by the administration. If any of the students staying in the institutions are arrested, disciplinary proceedings are carried out according to the results of the judicial proceedings.

#### Article 7- The Dormitory Director:

a- Ensures the execution of the general rules and principles stipulated in this contract.

b- Inspects the dormitory vice-directors.

c- Takes necessary measures to resolve matters referred to him/her.

d- Executes the resolutions of the Company's Board of Directors.

e- Carries out secretarial services.

f- Develops plans and projects for the administration and development of the dormitory and submits them to the Company's Board of Directors.

#### **Dormitory Vice-Directors**

**Article 8** – Two dormitory vice-directors are designated to serve at the Girls' and Boys' Student dormitory by the Company's Board of Directors upon the nomination of the Dormitory Director. Dormitory vice-directors execute the resolutions made by the Company's Board of Directors and by the Dormitory Director and carries out the dormitory's secretarial services for which he/she is responsible.

#### **Requirements for Admission to the Dormitory**

Article 9 – Students who are willing to reside at the dormitory:

a- Shall be the students of Yeditepe University.

b- Shall apply with request of residing at the dormitory within the period which has been disclosed pursuant to the required procedures and principles. Registration to dormitory and latest date of leave from the dormitory are determined by the Rectorate every year according to academic calendar. As of the courses' enrolment date and starting dates that stipulated in the academic calendar, the registration of students who have applied to the dormitory but not start to reside at the dormitory are cancelled. In case that information provided by the student to reside at the dormitory and information obtained because of that inquiries is not coherent; The Administrative Chief's Office examines the matter. The student who is ascertained to have submitted misleading information is not admitted to the Dormitory. The Administrative Chief's Office determines the documents to be sought for the admission of, and the number of, students of a foreign students.

#### Accommodation period at the Dormitory

**Article 10-** A student may reside at the dormitory during the period determined in this contract and in the service letter of undertaking. Lateral transfers within the university do not grant to right to re-start the period. The student must vacate the dormitory within 3 days after the expiry of the service period specified in the service letter of undertaking. Otherwise after this period, 3 (three) times the fee corresponding to the daily service fee for each day of stay in the dormitory is collected from the student. Graduate student shall disengage from the dormitory within one week from the date of graduation.

The Rectorate determines the students who need to stay at the dormitory for summer school, internship, etc., and the period of their stay. Accommodation of the students who are not registered at the Dormitory for activities such as sports, festivals, seminars, etc. is subject to the permission of the Rectorate.

A student who leaves the University for any reason shall disengage from the dormitory within one week. Students who are on a semester leave of absence at the University and students who have a health report for longer than 30 days and cannot attend the courses shall not stay at the dormitory for such period. Students disengaged due to leave or a health report while they are staying at the dormitory are re-admitted to the dormitory upon the expiry of the leave or the report.

The Disciplinary Board may dismiss the student from the dormitory or prohibit his/her admission to the dormitory if the Board finds it inconvenient for the student to stay at the dormitory on the basis of a justified decision. The admission to the dormitory of students who have been sentenced or prosecuted for any offense, even though they have been pardoned, will be subject to the consent of the Rectorate.

In case the dormitory service is suspended or completely terminated due to the presence of any force majeure cause, the students' belongings in their rooms will be protected by the Company until the date when students are able to access the dormitories. After the students' access to the dormitories becomes possible, belongings will be received by the students within the reasonable period determined by the Company. If the student does not receive his / her belongings within the specified period, he / she cannot hold the Company liable for the conditions of his / her belongings.

## **Dormitory Fee**

Article 11 – Students reside at the dormitory in exchange for fee. The dormitory fee for each academic year is determined by the Rectorate every year in May and disclosed in various channels of the University.

## Payments

Article 12- Payment terms of dormitory fee are as follows:

a- Registration and re-registration for the Dormitory are made within the first week of each academic year.

b- The first instalment of the dormitory fee is paid within the assigned period for dormitory registrations, the second instalment is paid within the assigned registration period at the end of the first semester to the company's bank account by stating the full name of the student.

c-Dormitory contract of the student shall be terminated unilaterally in case of failure to pay the instalments within the 10 days starting from assigned periods.

d- Students shall pay the amount of TRY 250 as security deposit together with the first instalment of the dormitory fee. This amount shall be reimbursed to the bank account to be notified by the student after ascertained that the student did not cause any damage to any materials and inventories and that student has no due payment regarding the dormitory at the time of student's leaving. The amount of the security deposit shall not be reimbursed to the student fails to pay dormitory fee. The amount of the damage caused by the student who is in debt because of such damage, shall be deducted from the security deposit amount and remaining amount shall be reimbursed.

e- Our students disengages from the dormitory and not reside at the dormitory following semesters shall fill security deposit reimbursement request forms. Reimbursements of the security deposit are made at the end of the year except from the graduation.

f- Where a student is admitted to the dormitory after the start of the academic year, the fee shall be determined and collected by proportioning his/her period of stay at the dormitory to the education period set forth in the Associate and Undergraduate Education and Examination Regulation of Yeditepe University.

g- Compensation of any damage to the dormitory building and extensions, fixtures and materials of the dormitory will be paid by the student who caused the damage over the cost of damaged materials at the time of payment. Among the students who have enrolled in the institution, for those who leave the institution until September 15, 10% of the annual accommodation service fee specified in the service letter of undertaking, and for those who leave after September 15, the entire fee of the current month and the previous months in which accommodation service received and 30% of the accommodation service fee for the remaining months are collected. In cases where a down payment is made, the remaining amount after the deduction of the fee to be calculated according to this clause and deposits are refunded to these students within one month and the service letter of undertaking is terminated. The monthly accommodation service fee is determined by dividing the annual accommodation service fee

h- The student shall deliver the keys to the dormitory administration after vacating the room. If room keys are not delivered, the room shall not be deemed as vacated. If the student fails to vacate the room within 10 days after the end of the semester, he/she shall be obliged to pay doubled daily fee which he/she has paid within the semester for each day of his/her residency.

i- Students who has received warning letter twice in an academic year due to delaying the payment for dormitory fee for the semester, he/she may not be admitted to the dormitory in the following academic year. Company's Board of Director has the discretion with this regard.

j- Students who cause damages to the dormitory building and its extensions are obliged to indemnify such damages. The cost of damages caused by more than one student are indemnified by students by divided between them equally or is deducted from their security deposit amounts. In case the cost of damage is covered from the security deposit amount, the student shall complete the security deposit amount which is stipulated in this contract within 1 week. Company's Board of Directors has sole authority to determine the cost of damage and students who caused the damage.

k- The student who leave the dormitory(without conducting vacation transactions and keys delivery) without a written application to the Dormitory Directorate, or who does not return within the re-registration period; shall pay the dormitory fee for the period until the date of registration cancellation, regardless of that whether they actually reside at the dormitory or not.

I- Dormitory fees continue to be collected from students registered at the dormitory during the semester break. Fees are collected only from students residing in the dormitory, in the summer months.

m- Students residing at the dormitory are strongly recommended to insure their valuable belongings against theft or any other damages. The Dormitory Directorate will not be held liable for loss and damage.

## Living Conditions

## Article 13-

a-Students cannot admit visitors to their rooms. They can use rest rooms and visitor halls.

b-Students must be at the Campus by 01:00 a.m. at the latest, on weekdays, and by 03.00 a.m. at the latest, at weekends (the night between Friday and Saturday, and the night between Saturday and Sunday).

c-Students can spend the night outside the Campus, or override the specified entry - exit hours, only with a letter of permission to be obtained from the Dormitory Vice-Director.

d-A student who fails to comply with the entry-exit hours due to an emergency must inform the relevant dormitory vice-director in short notice.

e-Students must refrain from attitudes that endanger security. Moreover, students must cooperate with the security guards during the searches they carry out at the entrance of and within the dormitory.

f-It is forbidden to keep and use armed and edged weapons (even registered), or fireworks, explosives, or other fatal/wounding weapons at the dormitory.

g-The student accepts and undertakes that in case of any emergency due to health issues or any other reason, the emergency person contact information may be requested in the Institution and shared by Yeditepe University via the OBS system, will be used in order to end the emergency.

h-Students cannot keep any drug in their rooms without the permission of the Dormitory Director. i-Students shall not disturb others.

j-Students may not enter dialogues which may injure others due to race, religion, ethnical origin, gender, age, political view, or disability and may not engage in disturbing behaviours in these respects.

k-Students shall not engage in behaviours that will harm the personality or property of others and not threaten and commit acts that injure the dormitory employee.

I-In order to providing cleaning services; students declare they accept that the floor of the room and the study tables needs to be left tidy so that they can be cleaned, otherwise it is impossible to provide cleaning services. In addition, students accept that they will not leave their personal belongings in the study rooms, and the Institution will not be liable for the left and lost belongings.

m-Students cannot commit acts that threaten or injure any complainant, witness, or discipline committee member before, during or after any discipline meeting.

n-Students cannot use electrically operated and impermissible devices-tools in their rooms. However, computers, small-screen television sets, shavers and hair dryers can be used in the rooms. Electric stoves, gas stoves, electric water heaters, tea and coffee machines, heating devices and similar devices cannot be used in the dormitories and no additions to the electricity installation are made. Damages caused by electrical devices that are used without permission are charged to the student.

o-Students shall perform their laundering, drying, and ironing activities at such places designated by the Dormitory Administrative Chief's Office.

p-Students are obliged to not keep perishable and smelly food in their dormitory rooms, and to leave bathrooms, toilets, and other common areas clean. All kinds of food and objects that may be a threat to hygiene in the dormitory rooms and common areas will be removed by the dormitory staff. Throwing objects out of the windows for whatever reason and yelling in a way that disturbs the environment, leaving shoes, slippers or objects outside the room door or in the corridors, leaving dirty dishes in kitchen sink and kitchens, not following the hygiene rules in the kitchen or room, or leaving food out, to use areas other than kitchens (recreation room, student room, etc.) for making dishes/ cooking are strictly forbidden.

r- In accordance with the relevant legislation, the use of tobacco and tobacco products, the possession and use of alcoholic beverages and narcotic drugs and feeding any kind of pet are strictly prohibited throughout the dormitory.

s- Students will immediately inform the relevant dormitory officials in case of illness and similar emergency.

ş- Students shall not leave their personal belongings in common areas and dorm aisles and shall keep their valuable belongings which is located in the room in lock drawers. Dormitory officers are entitled to examine, dispose the waifs in common areas with the purpose of security and may deliver them to the police officers. Students shall not engage in damaging acts such as hammering nails into the walls, damaging the whitewash and wall paint.

t- It is forbidden to distribute brochures, papers, handouts, etc. without permission.

u-The Dormitory Director or Dormitory Vice-Directors can search the belongings of the students staying at the dormitory, if necessary.

v- Followings are forbidden for Students.

- i. Letting unregistered person(s) stay in his / her room.
- ii. Actual and verbal behaviours that disturb the others staying in the dormitory,
- iii. Behaving beyond the rules of respect towards the dormitory staff and other students staying in the dormitory,
- iv. Not following the warnings and invitations of Dormitory Managers and refraining from receiving written invitations,
- v. Refraining from changing rooms when deemed necessary by Dormitory Director. Disciplinary proceeding will be initiated against the students who violates these rules.

y- Students accepts and undertakes that they will abide by the rules stated in the kitchen when using the common kitchen; that they will take into account that the kitchen area is a commonly-used area and pay attention to the hygiene rules; not to damage the kitchen fixtures; not to remove any kitchen fixtures from the area for personal use; and not to engage in an action that restricts or prevents the use of other students who use the kitchen.

Students who use the kitchens shall leave the electrical devices safe and the kitchen clean in terms of safety and hygiene. Cooking are not allowed outside the dormitories' kitchens (rooms, recreation rooms, etc.). Dirty dishes left in the kitchens are thrown away by the relevant staff to ensure hygiene.

z- It is forbidden to put any material staying outside the windows of the dormitory rooms; use emergency exit doors in non-emergency situations; use freight elevators and operate room fire alarms when not necessary. In this direction, if an action is detected, disciplinary provisions will be applied to the relevant students.

## Placement Rules

**Article 14** – Students shall reside in the rooms in which they are placed by the Dormitory Directorate. Students willing to change their rooms for various reasons may apply to the Dormitory vice-director within 15 days, at the latest, starting from their placement date with a petition explaining the reasons for the change request. The decision shall be evaluated by the Dormitory Directorate. Replacement requests submitted after the 15 days shall not be evaluated.

## Entering and exiting the Dormitory

Article 15- Students shall pass through the turnstiles by scanning their cards or fingerprints when entering and exiting the dormitory. Scanning fingerprint by the student is voluntary.

Passing by scanning fingerprints will be provided for the student who does not have his/her card with him/her.

Passing through VIP turnstiles will be provided to students who does not scan fingerprints and does not have card with him/her with the assistance of the officials at the dormitory entrance provided that the name of the student is noted.

Number of rights to pass through VIP turnstiles within the year is 5. Number of rights to pass through VIP turnstiles within the year is 5. The student will be punished by an admonition after the 5th pass, a reprimand after the 7th pass, and dismissal from the dormitory after the 10th pass.

## Sanctions

**Article 16 -** Students residing at the dormitory shall comply with the dormitory rules stipulated by this Regulation. The sanctions regulated in relevant regulations are applied to students who fail to follow the rules.

## Working Conditions of Dormitory Employees

**Article 17-** In dormitory operation, 24-hour service is fundamental. For this reason, enough personnel on duty are employed at the dormitory. These employees conduct their duties in accordance with the instruction set by the Dormitory Directorate. Night service is a follow up of the general duty.

## **Internal Services**

**Article 18-** Small size businesses (barber, coiffeur, stationery shop, cafeteria, tailors, and etc.) may be opened with being subjected to the permission of the company with direction to the needs of the students residing at the dormitory. These businesses are inspected by Operation Directorate.

## **Use of Network (Internet)**

Article 19- The use of the dormitory network (internet) is subject to the following principles.

a- Network resources (network connection, IP-MAC addresses, internal/external access, etc.) which are allocated for the personal computers of students should be used in the framework of "Policy of Use of Yeditepe University Information Technology Resources" the full text of which can be found in the network policies section under this page.

b- The personal use of the network should never prevent primary network access requirements of other users (academic, education, research). Accordingly, the rules that must be complied with and prohibited acts with respect to use of network resources are described below:

- i. "Peer-to-peer (P2P)" file sharing programs breach copyrights and licenses and consume a high bandwidth and leave no resource for primary uses. For this reason, it is forbidden to use any "peer-to-peer" file sharing tool.
- ii. It is forbidden to use network resources for personal earnings and profits.
- iii. It is forbidden to send mass e-mails (**mass mailing, mail bombing, spam**) and to allow the same to be sent to third parties by using network resources.
- iv. It is forbidden to keep computers in the nature of servers (web hosting service, e-mail service, DHCP, DNS etc.), and to use access point and wireless multipliers in the dormitory rooms.
- v. Any sort of activity which may result in external use of the university's network resources or which may enable persons or computers outside the university to introduce themselves as persons or computers within the university (proxy, relay, IP sharer, NAT, Spotify; wireless sharing, Teamviewer, Ammy etc.) is forbidden.
- vi. It is forbidden to commit acts that threaten network security (DoS attack, port-network scan etc.)
- vii. An IP number has been allocated for each computer/device that has access to the network. It is forbidden to change that IP number and/or the hardware address of the network interface (MAC address). If requested, the MAC address (media access control address) shall be notified

to Information Technologies Coordinator's Office. In cases when a change is necessary (purchase of a new computer, breakdown of Ethernet card, etc.), approval of the Dormitory Directorate should be obtained.

- viii. It is forbidden to provide wireless network broadcast through a single device or application by using the networks supplied by the Company or to use any software that offers hotspot service. The student will be solely liable for any direct and indirect damages that may occur due to violation of this article.
- ix. Every student who uses a computer registered in his/her name in the dormitory room shall have the **primary liability** for the forbidden activities which may occur due to use or security of the resources allocated to him/her by the university (network connection, IP-MAC addresses, internal/external access, etc.) or letting third parties, knowingly or unknowingly, use such resources.
- x. When necessary, the Information Technologies Coordinator's Office may impose restrictions or denial of access to networks for a definite or indefinite period for security purposes.
- xi. All network users should make sure that the personal devices connected to the network are secure and do not transmit malware to the network and are liable in this respect. Any device(s) that violate these conditions can be banned from the network for an indefinite period.
- xii. Students residing in Dormitories undertakes and accept to download any application(s) and system(s) (Cloud path etc.) announced by the University within scope of the cyber security into its personal devices in order to use the internet otherwise not to use the internet connection.

Sanctions shall be applied to students who violate Article 19-b of this Regulation within the scope of the provisions stipulated in the legislation.

c- In addition to the above-mentioned rules, our students and guests staying at Yeditepe University Student Dormitories are deemed to have accepted the terms and conditions of internet use of the Information Technology Authority (BTK) and all administrative and legal responsibilities that may arise within this scope are incumbent on individuals.

d- In case of detecting the above-mentioned rules are not followed, one or more of the following penalties may be applied:

-Limitation or closure of internal/external network access,

- Triggering the investigation mechanisms within the university,
- Triggering the jurisdiction mechanisms.

e-Students who are detected not to comply with the rules are sent notification through the Dormitory Directorate.

# Security and Processing of Personal Data Article 20

- i. Personal data shared by the student will be processed to provide dormitory services. Personal Data of the student is collected through this Agreement or in electronic platforms if deemed necessary.
- ii. İSTEK Servis Eğitim Tic. A.Ş. is the Data Controller under the Law and agrees to comply with all responsibilities and obligations in the Law.
- iii. The personal data of the Student are processed in order to provide a better service, to collect and collate statistical data, to improve commercial activities, to fulfil the responsibilities imposed upon the Company by the membership contract, and for the purposes similar to therein.
- iv. The personal data of the Student will be transferred by being limited with as required by legislations regarding R.T. Yeditepe University pursuant to legislations.
- v. The student accepts and undertakes that the person to whom he / she will be contacted in case of emergency is aware of the situation and that he / she has received the necessary approval to be called by the institution in case of emergency.
- vi. The Student has right to request the Company which is Data Controller under the Law by means of a written statement to learn whether his/her personal data are processed or not; to request information about his personal data are processed, if any; to learn the purpose of his data processing and whether this data is used for intended purposes; to know the third parties to whom his personal data is transferred; to request the rectification of the incomplete or inaccurate data, to request such rectification from third parties if personal data is transferred to third parties; to request his/her personal data be erased, destructed or anonymized; to request these demands be conveyed to third parties if personal data is transferred upon disappearance of

reasons which require the process; to object to the processing of his/her personal data, which leads to an unfavourable consequence for him/her; to request compensation for the damage arising from the unlawful processing of his/her personal data in line with the Laws.

## Execution

Article 21- This Regulation is executed by the General Directorate of İSTEK Servis Eğitim Tic. A.Ş.

This Contract has been prepared as a single copy, and the original copy shall be kept by the Company, and a copy of the document shall be delivered to the Student. By signing this Regulation, the Student declares that he/she has read, understood, and accepted all provisions under this Regulation.