

General Rules

1. SCOPE

“Il Litorale”, located in Piazza S. Rocco 3 (apartment 2), is an initiative of Università della Svizzera italiana (USI) that pursues the objective of building a community of practice through the sharing spaces for work and creative activities, as well as for the organization of events related to these.

These General Rules apply to all users, including third parties who in any way access the *Litorale*.

2. GENERAL PRINCIPLES

Based on the Law that regulates the Università della Svizzera italiana, the mission of USI consists of:

- providing quality education
- conducting internationally relevant scientific research;
- contributing to the development of the region by enabling the sharing of knowledge and innovation and by taking part in the cultural and scientific debate in its areas of competence.

In pursuit of its mission, USI draws inspiration from **three main values: quality, openness and responsibility.**

In the spirit of the motto of USI ***Freedom to create, responsibility to act***, users of *Il Litorale* are invited to adopt and share the following **common values**:

- a) **Collaboration**: the advantage of working in a shared workspace is that one can meet people with all kinds of knowledge and work together to support each other;
- b) **Openness**: the *Litorale* encourages free dialogue and discussion between participants and users, in the name of openness and transparency;
- c) **Community**: a community is formed to the benefit of all by establishing collaborations and mutual support, as well as by fostering dialogue and discussion;
- d) **Accessibility**: in the spirit of the above mentioned openness, USI has created at the *Litorale* an inclusive space, accessible both financially and physically, without discrimination of any kind;
- e) **Sustainability**: at the *Litorale*, users are required to respect the environment and follow the recommendations of the Sosta initiative (www.sosta.usi.ch).

Users of the infrastructure and equipment at the *Litorale* are invited to adopt these values, in particular to:

- **respect** the infrastructure, equipment and space(s) used;
- **return** the equivalent of what is taken (for example, food and drink in the kitchen area), or repay the equivalent in currency;
- **contribute** to the community of practice, by taking active part in it and seeking collaborations with other users, or by offering one's own talent, always respecting the right of everyone to do their own work;
- **respect** others and the principle of diversity.

3. USE OF SPACES AND SERVICES

- 3.1. The spaces at the *Litorale* are intended for professional reasons and may only be used for business and related activities (e.g. for events, presentations, etc.). Any form of accommodation or overnight stay is prohibited, in accordance with the intended use of the spaces (office space, events, etc.).
- 3.2. Users can access the *Litorale* after registering with their own name or company name. User data are recorded in a dedicated computer system of USI for the purpose of creating and assigning a personal magnetic card allowing access to the *Litorale*.
- 3.3. The postal address of *Il Litorale* may be used as a correspondence and business address for Users, subject to prior authorization by USI.
- 3.4. The incorporation of commercial companies (Sagl, S.A., etc.) with domiciliation at the registered office of the Università della Svizzera italiana ("c/o USI", Lugano) is permitted subject to prior authorisation and decision of the management of USI.
- 3.5. Users are required to use the spaces in a respectful manner and to guarantee the care and adequate treatment of all furniture and fittings. These are the property of USI and cannot be modified or removed. In the event of damage to furniture or equipment, or material damage due to negligence, it is required to arrange for its replacement or compensation for damage. Users may bring their own accessory furniture with the prior authorisation of USI.
- 3.6. Users are required to store property and assets with due care, at their own responsibility, without any obligation for USI.
- 3.7. The last person to leave the *Litorale* must close all doors, turn off the lights and make sure that all electrical appliances are turned off.
- 3.8. Users are not allowed to:
 - limit or prevent any other User from using and the spaces and services offered by USI at the *Litorale*;
 - use spaces and services in connection with contests, pyramid schemes, chain letters, junk mail, spamming, phishing or any unsolicited messages (commercial or otherwise);
 - slander, abuse, harass, persecute, threaten or otherwise violate any rights of others;
 - use any material or information, including images or photographs, made available through USI in any way that infringes the copyrights, trademarks, patents, trade secrets or other proprietary rights of any party;
 - distribute files that contain viruses, Trojan horses, worms, time bombs, cancelbots, etc., corrupted files or any other software or similar programs that may damage the operation of the computer or the property of another User;
 - download any known – or that should reasonably be known – file that cannot be legally reproduced, displayed, executed and/or distributed in such a manner;
 - obtain or otherwise collect information about others, including e-mail addresses, without the consent or consent of the disclosing party;
 - attempt to gain unauthorized access to any service, account, computer system or network connected to the computer servers of USI, through hacking, password mining or any other unlawful means;
 - create a false identity for the purpose of deceiving other people.

4. LIABILITY INSURANCE

- 4.1. Though USI bears a third-party liability insurance policy, in any case it shall not be liable for any damage caused by Users to the property of USI or third parties at *// Litorale*. Furthermore, USI shall not be held liable for the theft incurred by third parties at *// Litorale*, provided that compliance with these General Rules has been warranted.
- 4.2. Users are required to either have liability insurance coverage or provide an appropriate security deposit to the nature and length of the use agreed upon, unless otherwise granted by USI.

5. MINORS AND PETS

Minors and pets can enter the *Litorale* under the exclusive responsibility of the person who has custody.

6. ACCESS KEYS

- 6.1. All keys and access badges (magnetic cards) to the *Litorale* are the property of USI. It is not permitted to provide keys to third parties for any reason without the prior written consent of USI or the personnel responsible for the site management.
- 6.2. A key holder is any User who takes possession of a magnetic card provided by USI. The key holder acknowledges and accepts responsibility for the security of the doors and spaces accessed and is required to secure the premises when (s)he believes (s)he is the last person present in the *Litorale* or at any time outside opening hours (office hours, working days Monday-Friday, 9am-6pm).
- 6.3. The key holder shall pay a deposit of CHF 100 (one hundred Swiss francs) which will be retained if the key is lost. In the event of loss or theft of the key, the User must immediately inform USI or the relevant staff on site. The User is responsible for all costs relating to the loss, theft or replacement of his/her magnetic card.
- 6.4. The User is required to return his/her card immediately at the end of the period agreed upon for the use of the spaces at the *Litorale*.

7. DUTY OF CONFIDENTIALITY

- 7.1. Any User, or any third party who in any way accesses the spaces at the *Litorale*, acknowledges and agrees that while using the spaces and services offered by USI at the *Litorale* may be exposed to confidential information.
- 7.2. "Confidential information" means any information, in whole or in part, disclosed by USI, by a User or by any third party accessing for any reason the *Litorale*, which is not of a public nature, in particular personal, commercial and financial information concerning individuals, companies or professionals.
- 7.3. The use of the spaces or the participation in activities at the *Litorale* implies the obligation to:
 - maintain the utmost discretion over all confidential information;
 - not disclose confidential information to third parties;
 - not use confidential information directly or indirectly against USI or against any participant or user of *// Litorale*.
- 7.4. All confidential information shall remain the exclusive property of USI or its respective owner.
- 7.5. Users acknowledge and agree that nothing in these General Rules and in the General Terms and Conditions, or their participation in or use of *// Litorale*, will be construed as granting any rights or license to or for any confidential information or patent, copyright or any other form of intellectual or other property of USI or any participant or user of *// Litorale*.