APPROVED

By Order No V1-87

of KTK Director of 11 June, 2018

**DDORMITORY’S** **INTERNAL RULES OF PROCEDURE OF KAUNO TECHNIKOS KOLEGIJA / UNIVERSITY OF APPLIED ENGINEERING SCIENCES**

1. **GENERAL PROVISIONS**
2. Public institution Kauno technikos kolegija / University of Applied Engineering Sciences dormitory’s internal rules of procedure (hereinafter – the Rules) establish internal procedures for the dormitory of Kauno technikos kolegija / University of Applied Engineering Sciences (hereinafter – the KTK).
3. The dormitory is maintained using the funds of the KTK and from taxes paid by residents for the provided accommodation and other services.
4. The Coordinator of the dormitory activities is responsible for organization and implementation of dormitory activities.
5. **ACCOMMODATION AT THE DORMITORY**
6. A dormitory for natural persons is provided by the Order of the KTK Director. The order is prepared under the request of the Coordinator of the dormitory activities or the Deputy Director for Infrastructure, upon written requests from prospective or current students (hereinafter – Students) or staff members of the KTK.
7. Students and employees of the KTK have the priority to live in the dormitory. In case there are vacancies, other persons may also be accommodated in the dormitory in accordance with the procedure established by the Rules.
8. For the accommodation of a group of people, a lease agreement for dormitory accommodation with legal entities may be made. In this case, the Rules are applied to the accommodation of the residents to the extent that the lease agreement for the dormitory rooms does not provide otherwise.
9. The KTK students are admitted to the dormitory in accordance with the following priority criteria:
   1. A student is a disabled person and provides supporting documents;
   2. According to the distance between the KTK and the place of permanent residence, a student who lives far away from the KTK has a priority. In this case the supporting documents about the place of residence must be provided;
   3. A student belongs to a socially supported family and provides supporting documents;
10. The dormitory room lease agreement is signed between the KTK and the person who is provided with a place in the dormitory.
11. All persons residing in a dormitory (hereinafter – Residents), in spite of the length of stay or the legal basis of the accommodation, shall be informed by signatory and undertake to comply with the Rules. The ignorance of the Rules does not release the Resident from liability for non-compliance with the Rules.
12. Resident is accommodated in the dormitory by the Coordinator of dormitory activities or by the dormitory watchperson under the Coordinator request in accordance with the Director’s order.
13. Accommodated Resident receives a key (one key to the room must be left at the dormitory staff), inventory for personal use and dormitory entry card in accordance with the entry card rules approved by the Director’s Order. A set fee approved by the Director’s Order must be paid for the entry card.
14. Residents are in charge of their room key and entry card. In case residents do not give them back, they have to cover their acquisition costs.
15. All dormitory residents are in charge of their room, its inventor, they have to clean it themselves, take garbage to garbage collection sites, and keep shared facilities clean. The KTK dormitory employees organize and ensure the cleaning of shared facilities.
16. Under the agreement with the coordinator for dormitory activities, the resident is allowed to use his/her own furniture and bed linen.
17. The KTK is not liable for Resident’s personal effects or other property left at the room or shared facilities.
18. During reconstruction, major repair works and/or reorganization of dormitory, also bringing first-year students to share a room for a more rational use of premises, the Coordinator of dormitory activities can move Resident from one room to another. While moving, living conditions should not be impaired. Resident is informed in written not later than 3 (three) days before the moving.
19. Upon termination of the dormitory room lease agreement (when graduating or terminating studies, or moving out) Resident must:
    1. pay all fees and debts for Dormitory and provide supporting receipt to the Coordinator of dormitory activities or to the dormitory watchperson under the Coordinator request;
    2. vacate and hand over orderly and clean premises, personal inventory, room key and entry card to the Coordinator of dormitory activities or to the dormitory watchperson under the Coordinator request;
    3. sign the dormitory room lease agreement.
20. **RIGHTS AND OBLIGATIONS OF DORMITORY RESIDENTS, PROHIBITIONS**
21. Dormitory Residents have a right to:
    1. submit remarks and offers regarding improvement of living, order and cleanliness in the dormitory;
    2. request assistance and support from the dormitory staff, security service and police;
    3. use kitchens, WCs and showers and shared facilities;
    4. have guests at the dormitory from 07.00 a.m. till 10.00 p.m. following provisions of Chapter IV of the Rules.
    5. Residents can use only small electrical appliances, except heating appliances, but the total power cannot exceed 3 kW;
    6. Provide complaints for Coordinator of dormitory activities or watchpersons about Residents or their guests improper behaviour;
    7. require within 3 (three) business days to eliminate faults of dormitory equipment or inventory, except the cases when the faults cannot be eliminated objectively due to the nature of the faults. The faults are eliminated considering the financial capabilities of the KTK;
    8. enter and exit dormitory freely at any time of the day;
22. Residents have rights set in other legal acts or internal documents of the KTK.
23. Dormitory Residents must:
    1. follow the Rules, the conditions of the dormitory room lease agreement, the laws of the Republic of Lithuania, the orders of dormitory administration and staff;
    2. maintain cleanliness and order in rooms and shared facilities;
    3. inform the Coordinator of dormitory activities immediately in case the contact information (place of residence, phone number, email) changes;
    4. when the dormitory room lease agreement is terminated, hand over the room neat and clean to dormitory staff in accordance with the procedure established by the Rules. If the room if left untidy and dirty, an act is written and signed by the Coordinator of dormitory activities or by the watchperson or mentor under the Coordinator’s request. In this case the room is cleaned using the KTK funds and the account for the cleaning is provided to the Resident. The fee for the room cleaning is determined by the Director’s Order;
    5. when leaving the dormitory, take personal inventory away. If personal inventory is left, the KTK has a right to transport and utilize the Resident’s inventory and the cost of inventory transportation and utilization must be covered by the Resident;
    6. comply with the requirement to keep silence and peace from 7.00 a.m. till 10 p.m. and follow the hygiene standard HN 33:2011 “Noise limit values in residential and public buildings and in their environment” and other hygiene standard requirements;
    7. comply with the fire prevention regulations;
    8. protect and save inventory, consume energy efficiently;
    9. inform in writing the Coordinator of dormitory activities or the watchperson about the defects in the room (e.g. broken window) as soon as possible but not later than within one day of defect observation. If the information about the defect is not provided in time, then the fault is considered to be done by the room Residents;
    10. inform dormitory staff about any failure or accident in the dormitory;
    11. inform the dormitory staff via dedicated phone number about noise during rest hours, in case of alcohol consuming or other violations of the Rules;
    12. allow the KTK and dormitory staff, security service, the police officers enter the room at any time if it is necessary to ensure the compliance with the Rules;
    13. pay room lease fee in time;
    14. compensate the damage to the KTK in accordance within the procedure established by the Rules;
    15. treat dormitory Residents and dormitory staff with respect;
    16. respect the rights and other legal interests of other dormitory Residents;
    17. dormitory Residents have other responsibilities set out in these Rules, legal acts of the Republic of Lithuania and internal documents of the KTK.
24. Dormitory Residents are forbidden to:
    1. consume alcohol, drugs, other psychotropic substances, be intoxicated in shared facilities;
    2. keep and distribute alcohol, drugs, other psychotropic substances;
    3. smoke in the room and around the dormitory, except in special places;
    4. litter in shared facilities and dormitory territory;
    5. keep animals or pets;
    6. loudly scream, whistle, sing, play with musical instruments and other acoustic devices, use the fireworks and other instruments that make noise in dormitory rooms or shared facilities;
    7. keep weapons, explosive materials, tools or devices with internal combustion engines, oil, gasoline, and other flammable liquids;
    8. move independently to other room or carry inventory;
    9. leave the dormitory permanently without informing the Coordinator of dormitory activities in writing;
    10. repair equipment or room without the permission of the Coordinator of dormitory activities;
    11. by any actions or ignorance spoil (break, burn, etc.) any dormitory inventory, premises, other property;
    12. change door lock without the Coordinator of dormitory activities written permission or change keys when backup key is not given to the watchperson;
    13. leave garbage, dirty dishes or other inventory in the shared facilities;
    14. perform any actions that violate rights or legal interests of other Residents of staff.
25. **GUEST ORDER**
26. Residents can have guests from 7.00 a.m. till 10 p.m.
27. Guests must provide the ID card to the dormitory watchperson and register in the guest book, which is kept at dormitory watchperson, providing the required data. A dormitory resident is fully in charge of his/her guests’ behaviour.
28. Upon request and in case of possibility Residents guests can be accommodated in the dormitory according to the Dormitory room lease agreement.
29. Guests are not allowed to stay in the dormitory after 10.00 p.m. if they do have the Dormitory room lease agreement.
30. The dormitory staff must introduce in writing the guest with the order established by the Rules. The guest is responsible for violations of law committed in the dormitory in accordance with the legal acts of the Republic of Lithuania.
31. Resident welcoming the guest is severally responsible for his/her behaviour, actions and damage done.
32. If there are complaints about the guest behaviour or violation of the Rules, the Coordinator of dormitory activities, watchpersons and mentors have a right to ask the guest to leave the dormitory immediately.
33. If there is reason to believe that the guest is likely to disrupt the internal order of the dormitory (for example, being drunk, disregarding other persons, etc.), the Coordinator of dormitory activities and the dormitory watchperson have a right to refuse the guest to the dormitory.
34. **MENTORING OF DORMITORY RESIDENTS**
35. Mentoring of the KTK dormitory residents it is a partnership between the KTK dormitory residents mentor and students who live in dormitory. Mentor has knowledge about dormitory internal order and living conditions, is ready to provide necessary information and if necessary to help solve issues related to living in dormitory.
36. The aim of the KTK mentoring activity is to foster the autonomy of KTK students living in the KTK dormitory, facilitate their integration and adaptation in a new social and cultural environment, and cooperate with dormitory staff and the KTK Administration in dormitory matters.
37. The dormitory mentors are students-volunteers who are appointed and cancelled by the provision of the Coordinator of dormitory activities. Two KTK resident mentors are appointed, they have to be the KTK students and to live in the KTK dormitory.
38. The dormitory mentors have to know dormitory Rules very well.
39. The functions of dormitory mentors are to:
    1. take care of the Residents adaptation in the dormitory;
    2. consult dormitory Residents on issues related to dormitory internal order;
    3. discipline dormitory Residents and/or guests who violate the dormitory Rules and/or cause damage to dormitory facilities, report such cases to the Coordinator of dormitory activities;
    4. take care that outgoing Residents leave their rooms in order;
    5. report to the Coordinator of dormitory activities about the problems or damage;
    6. inform the Coordinator of dormitory activities about the dormitory Residents’ needs;
    7. cooperate with dormitory staff in solving other issues in dormitory;
    8. in accordance with the competence answer the dormitory Residents’ questions and/or help to solve problems;
    9. participate in the KTK dormitory Residents’ meetings;
    10. participate in the decision making process by distributing discounts for student living in dormitory;
    11. carry out other instructions of the Coordinator of dormitory activities related to the KTK dormitory and/or Residents.
40. The KTK dormitory mentors have a right to:
    1. get the discount for the dormitory room rental fee. The amount of the discount is determined by the amount and volume of activities performed in the dormitory per month. The mentor fills in the information on performed activities in the form and submits it to the Coordinator of dormitory activities within three business days (Annex No. 1). The decision about the fee discount and its amount is made by the Director‘s Order under the Coordinator request;
    2. get necessary information for the performance of activities from the Coordinator of dormitory activities or other staff of the KTK;
    3. discipline the KTK dormitory Residents and guests;
    4. provide suggestions for the KTK administration and dormitory staff on improvement of living conditions.
41. **PAYMENT FOR DORMITORY**
42. Residents must pay for the dormitory in time and under the order established by the Rules and the Dormitory Room Lease agreement.
43. Amount of the fee for dormitory accommodation, provided services, advanced payment (deposit) is approved by the Director’s Order for each study year. When service prices change or because of other objective reasons, the fee may be changed during the study year. The amount of debt administration fee is also approved by the Director’s Order.
44. A resident (residents) expressing the wish to live in a room with a smaller number of residents than the number of places foreseen in the room, must pay for the room in a proportion in accordance with the established fee. The option provided in this clause applies only if there are vacancies in the dormitory.
45. A resident who signs Dormitory accommodation agreement for a period shorter than fifteen days, has to pay a fee that is calculated for individual days or room rent fee for half of a month.
46. A resident who signs Dormitory accommodation agreement for a period longer than fifteen days but shorter than one month, has to pay a fee that is calculated for individual days or room rent fee for a month.
47. Residents who sign Dormitory accommodation agreement for shorter period than one month must pay a fee until the last day of their stay in the dormitory.
48. A legal person who signs the Dormitory accommodation contract (for a group of persons) must pay the full fee provided in the contract not later than 3 (three) business days before the start of the term of the lease.
49. If Resident who pays the monthly fee, moves into the dormitory room until the 15th day of the current month (inclusive), he/she has to pay a full room rent fee for the month. A full room rent fee must be paid in case the Resident leaves the dormitory after the 15th day of the current month.
50. If Resident, who pays monthly fee, moves into the dormitory room after the 15th day of the current month, he/she has to pay 50 percent of room rent fee. 50 percent of room rent fee must be paid in case the Resident leaves the dormitory before the 15th day of the current month.
51. Residents who sign the Dormitory accommodation contract for a period of one month or longer, have to pay an advanced payment (deposit) before they move into the dormitory. The amount of deposit fee is established by the KTK Director’s Order. The payment receipt has to be presented to the Coordinator of dormitory activities.
52. Resident can get a fee discount under the request of the Coordinator of dormitory activities if the resident has actively contributed to the improvement of the dormitory environment, substituted dormitory mentor, when he/she could not perform his/her functions because of objective reasons, helped mentor to deal with the volume of work or performed similar activities.
53. Deposit and (or) overpayment for the rent of dormitory room shall be returned under the written request of Resident when the Dormitory accommodation contract is terminated no later than within 14 calendar days from the day the application is submitted. The application must indicate the bank account to which the deposit (overpayment) has to be transferred. The application has to be provided to the KTK no later than three months after the end of the Dormitory accommodation contract.
54. If Resident does not provide the request to return the deposit and within three months concludes a new Dormitory accommodation contract, the deposit shall be transferred to a newly signed Dormitory accommodation contract validity period. If the amount of deposit is changed by the Director’s Order, Resident must pay the difference in case the deposit is increased or the difference shall be returned to Resident’s account in case the deposit is decreased.
55. The deposit is not returned in case Resident does not pay according the Dormitory accommodation contract, does not compensate the damage or otherwise is in debt to the KTK.
56. All payments for accommodation service must be made through a bank transfer.
57. Resident can pay dormitory room rent for a longer period of time in advance.
58. In case of a difficult financial situation students and employees can be exempted from part of the fee by the Director’s Order. Part exemption may be applied for students – orphans. In order to obtain the benefit provided by this clause, it is required to provide supporting documents for the relevant situation.
59. Exemption from rent fee or part exemption may be applied for dormitory mentors according to the established procedure.
60. Fee for accommodation at the dormitory has to be paid until the 10th day of the next month.
61. The bill for the Dormitory accommodation rent and other services is sent to Resident by e-mail.
62. When Dormitory accommodation contract expires or is terminated, Resident has to pay full fee (rent fee, fee for provided services, debt – in case there is) to the KTK until the day of removal.
63. The KTK has a right to demand payment of 0,02 % amount of interest of unpaid fee for each delayed day from Resident who has not paid the fee in time.
64. Payment control is carried out by the KTK Accounting Office. Information on unpaid fees is provided to the Coordinator of dormitory activities every week, on Mondays.
65. Resident who does not pay the full fee for accommodation at the dormitory until the 10th day of the next month is provided with a warning about the unpaid fee and the demand to pay the fee within the established time limit by e-mail. If Resident does not pay the fee within the term specified in the warning notice, the debt administration tax is applied to Resident, without Resident’s explanation a penalty is imposed – a warning and an additional term for payment of the debt, administration tax and fine. If the full debt is not paid within additional term, the Dormitory accommodation contract is terminated and the process of debt recovery is started in court.
66. The information provided in clauses 55 and 59 for the KTK students and employees is sent by email addresses provided by the KTK. The information for other Residents is sent by e-mail addresses that are specified in the Dormitory accommodation contract. The way to provide information foreseen in this clause is considered as an appropriate means for Resident information and acknowledgement in writing.
67. If possible, after summer holiday the Resident may, under personal request, be accommodated in the same room as he/she lived during the previous period of the Dormitory accommodation contract.
68. If a student after the graduation of studies does not extend the Dormitory accommodation contract and does not move out of the dormitory room until the day of the contract termination, he/she has to pay for a dormitory the price as it is foreseen for a guest.
69. The fee for the Dormitory room rent is calculated in accordance with the procedure established by the Rules until the requirements of the clause 17.2 are fulfilled or until Resident is moved out of the room in accordance with the procedure established by legal acts.
70. **RULES OF DORMITORY COMPUTER NETWORK USE**
71. The KTK dormitory computer network (hereinafter – DCN) is a part of the KTK computer network, provided for the KTK students and other Residents (users) who live in the KTK dormitory.
72. DCN provides computer network service during the study year period and has its own administrator.
73. All materials used by the DCN administrator for the connection to the computer network become the property of DCN;
74. DCN computer network administrator is in charge of the connection inside DCN from the stationary computer port in the user room to the main optical switch of the DCN switching node optical converter (hereinafter referred as Optical converter). Resident (user) is responsible for the connection from stationary computer port in the user room to PC. The KTK computer network administrator is in charge of the connection from Optical converter to the KTK computer network.
75. The rules of harmful content filtering are applied at the KTK computer network.
76. The KTK undertakes to provide a 100 Mbps bandwidth network connection to DCN main switching node of the Optical converter and ensure uninterrupted computer network connection to the Internet under its own responsibility.
77. Resident (every user of DCN) has a right to:
    1. use the network resources for studies, applied research, implementation of non-commercial projects;
    2. use all services provided by the computer network if the Rules and legal acts of the Republic of Lithuania are not violated.
    3. get advice from the computer network administrator regarding network-relating issues.
78. Resident (each DCN user) undertakes to:
    1. take care of the PC’s security, software and hardware, i.e. take care that PC network equipment (network card) is in order, orderly and timely updated PC OS and software, orderly and timely updated antivirus software;
    2. take care of computer connection line from PC to stationary computer port in the room;
    3. using DCN resources, comply with the laws of the Republic of Lithuania, the Law on Copyrights and Related Rights, the rules of Lithuanian Research and Education network (LITNET), THE KTK Statute and other regulations and the Internet etiquette;
    4. inform the dormitory network administrator about the detected network failures, security breaches, attempts to harm the functioning of DCN;
    5. use only parameters to connect to DCN provided by the network administrator; the parameters are forbidden to change individually;
    6. respect other users working on the network, their rights, and not disturb them to use network possibilities;
79. Residents are forbidden:
    1. use DCN resources for commercial activities;
    2. use DCN resources for activities related to violence, pornography, racial hatred;
    3. use DCN resources to perform activities that violate the security of electronic data and information systems;
    4. use DCN resources for monitoring or information search of other computer systems and networks;
    5. download, store or otherwise dispose of any information or data that violate copyrights;
    6. connect any other additional network equipment to DCN without the permission of network administration;
    7. allow to use network resources for other persons, share DCN access with other users. If this prohibition is violated and in case of incident the user is fully responsible for consequences.
80. Users who violate the Rules or legal acts of the Republic of Lithuania can be temporary or permanently disconnected from the network by network administrator. For users who are temporary disconnected the access to network is updated when the incident is solved and the dormitory network administrator is informed.
81. **PENALTIES AND LIABILITY FOR DAMAGE**
82. Disciplinary measures are imposed for violation of the Rules:
    1. warning (is valid for 1 (one) year from the date of the issue);
    2. removal from the dormitory for 1 (one) year;
    3. removal from the dormitory for 3 (three) years.
83. Warning is imposed for the violation of the Rules, if there are no existing penalties, except the cases foreseen in clauses 21.1, 21.2.
84. Resident is removed from the dormitory for 1 (one) calendar year if there is at least one valid warning at the time of the disciplinary measure.
85. Resident is removed from the dormitory for 3 (three) years period:
    1. when the clauses 21.1 and/or 21.2 of the Rules are violated;
    2. in case of stealing activity.
86. Disciplinary measures can be imposed for other violations not indicated in the Rules. Mentors can also be imposed with disciplinary measures for failure to perform or improper performance of their functions. When imposing disciplinary measures the following should be taken into account: seriousness of the violation of the Rules, legal acts or internal order, Resident’s fault, circumstances of the violation of the Rules, previous compliance with the Rules. Considering these circumstances easier or more severe disciplinary measures may be imposed than it is names in the clause 74.
87. In individual cases the Coordinator of dormitory activities may propose to eliminate the student from the KTK (disgrace of the KTK name, etc.).
88. Before assigning a disciplinary measure, the Resident has to provide a written explanation about the situation, except the clause 59 of the Rules. If the Resident does not present any explanation to the Coordinator of dormitory activities in 3 (three) days, it is considered that the Resident admits the violation of the Rules or other legal acts.
89. The Coordinator of dormitory activities taking into account the reports of dormitory staff, mentors, Residents, has a right to offer the disciplinary measures to the KTK Director by written official report;
90. Disciplinary measures are imposed by the Director’s Order.
91. Resident who is imposed with the disciplinary measures foreseen in clauses 74.2, 74.3 is informed about the termination of the Dormitory accommodation contract five days before the termination and has to move out of the dormitory in that period.
92. Disciplinary measures are imposed within 14 days from the day of the report about the violation of the Rules. If the disciplinary measure is related to material damage, the disciplinary measure is imposed within 30 days from the day of the report about the violation of the Rules.
93. Residents who have caused damage to the dormitory territory, facilities or other inventory or property (hereinafter – Property), must compensate for the damage.
94. Damage caused to the Property must be compensated by the Resident who caused the damage. If it is impossible to identify guilty person who caused damage to room or Property, then the damage must be compensated by all Residents of the room.
95. If it is impossible to identify guilty person who caused damage to shared facilities or Property, then the damage must be compensated by all Residents of the dormitory.
96. The amount of the damage is assessed and determine by the commission that consists of the Deputy Director for Infrastructure, Chief Accountant and Coordinator of dormitory activities. The commission must assess and determine the amount of the damage no later than within 10 business days from the date the information about the damage was received.
97. The damage must be compensated immediately but no later than within 5 days of written request.
98. Resident has a right to apply to the KTK Director on the possibility to compensate the damage in divided amounts if the damage exceeds 100 Eur.
99. For other material and non-material damage caused by violation of the Rules, also for fines imposed by the relevant authorities, the Resident undertakes to compensate all the damage to the KTK.
100. **PERSONAL DATA PROCESSING**
101. The KTK is the manager of all data collected performing KTK activities and internal administration processes, as well as the manager of all personal data provided by subjects and third parties.
102. Resident or Guest, i.e. data subject, personal data that are provided and recorded in the Dormitory accommodation contract, Guest book and journal where a person confirms he/she is familiar with the Rules, are processed in order to implement the Dormitory accommodation contract and legitimate the data manager’s interests.
103. Requirements for the processing and protection of personal data, the purposes of processing the personal data, rights of data subjects and technical and organizational measures for data protection are regulated by Personal data processing at KTK order description (hereinafter – Description).
104. On all issues related to subject personal data processing and data subjects rights, foreseen in the Regulation (EU) of the European Parliament and of the Council of 27 April, 2016 2016/679 on the protection of natural persons with regard to the processing of personal data and the free movement of such data, and repealing Directive 94/46/EB (General Data Protection Regulation), Law on legal protection of personal data of the Republic of Lithuania and other related legal acts, data subjects have a right to apply directly the Coordinator of dormitory activities or Data protection office in accordance with the procedure foreseen in the Description.
105. **FINAL PROVISIONS**
106. The Rules, their amendments and supplements are approved by the KTK Director’s Order.
107. The Rules are valid insofar they are not in conflict with the laws of the Republic of Lithuania, the KTK Statute, other legal acts of the Republic of Lithuania and the KTK internal legal acts.
108. The exceptions of the Rules shall be applied by the decision of the KTK Director.
109. The Rules come into force from 01 July, 2018.

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AGREED BY:

Coordinator of dormitory activities

Lilija Mieliauskiene­­­­­­­­­­­­­­­­­­­­­­­­

Kauno technikos kolegija / University of Applied Engineering Sciences

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