

Letter of Undertaking for Authorization

Student Village - Bar-Ilan University

Academic Year 2023-2024

The undersigned,

Surname: _____ Given name: _____ I.D. No. _____

Permanent address: _____ Cell-phone: _____ Email: _____

Address in the Student Village during the authorization period: **Building** _____ **Apartment** _____ **Floor** _____

(hereinafter: "**the tenant**")¹ hereby confirms, declares and undertakes towards Electra Campus Ltd (hereinafter: "**the concessionaire**") as follows:

Whereas: The tenant is registered for studies at Bar-Ilan University (hereinafter: "**the University**") during the academic year 2023-2024 and has asked for permission to reside in the University's student village (hereinafter: "**the Student Village**");

And whereas: On 19.6.2017 the University and the concessionaire signed a consolidated version of a concession agreement for the planning, renovation, financing, construction, operation, maintenance and management of student dormitories and a center for accompanying services for the University's students (hereinafter: "**the Concession Agreement**");

And whereas: The University's Dormitories Department (hereinafter: "**the Dormitories Department**") has agreed to grant the tenant authorization to live in the Student Village;

And whereas: By signing this letter of undertaking, the tenant, hereby confirms that he is aware of and undertakes to honor all the conditions specified herein and, in the regulations, (including the preconditions for receiving the authorization, as detailed in the regulations), as well as the instructions of the concessionaire and/or the University and/or any of their authorized

¹ The masculine gender is used for convenience only and subject to the requisite linguistic adjustments, all the provisions of this document equally apply to women.

representatives (as the case may be).

Therefore, the tenant hereby declares, confirms and undertakes as follows:

1. **Preamble and appendices**

1.1. The foregoing preamble and the appendices attached herewith constitute an integral part and one of the terms of this letter of undertaking.

1.2. The paragraph headings are intended solely for guidance in and shall not be used to interpret the letter of undertaking.

2. **Authorization preconditions**

2.1. The tenant is aware that he shall not be eligible for an authorization unless throughout the authorization period all of the following cumulative conditions (hereinafter: "**the authorization preconditions**") are satisfied:

2.1.1. The tenant is lawfully registered as a student in the University;

2.1.2. The tenant's studies have been approved by the University's academic authorities;

2.1.3. Approval has been obtained from the Dormitories Department for the tenant's accommodation in the Student Village.

2.1.4. The tenant signed and honored all of his obligations under this letter of undertaking and the regulations which are attached to it, including those obligations which he was required to perform before the start of the authorization period, those specified in paragraph 8.2 below and, inter alia, without derogating from the generality of the foregoing, payment of the deposit fee pursuant to paragraph 8.2.2 below and submission of an original irrevocable account debit (standing order) instruction form to the concessionaire (as defined in this letter of undertaking) which shall be valid until the end of the authorization period in accordance with the provisions of paragraph 8.2.1 below.

2.2. Should (all or some) of the authorization Preconditions cease to be met for any reason, then the tenant's Student Village accommodation authorization shall expire immediately and the relevant provisions in this regard of the letter of undertaking and the regulations shall apply. The tenant undertakes to inform the concessionaire in writing within 7 days of any precondition which is no longer being met.

3. **Essence of the authorization**

3.1. The tenant shall be entitled for the duration of the authorization period (as defined below), to reside in the Student Village dwelling unit the details of which are enumerated in the preamble to this letter of undertaking (above and hereinafter: "**the apartment**"), or in part thereof, and to use the public areas and facilities which are located in the Student Village, all in accordance with and subject to the provisions specified in this letter of undertaking and in the regulations (hereinafter: "**the authorization**").

3.2. The authorization grants the tenant an exclusive right to live in the apartment and to use the Student Village for residential purposes only. Any use which deviates from this shall constitute a fundamental breach of this letter of undertaking.

3.3. The tenant declares and confirms that within the framework of this letter of undertaking he is only being granted temporary permission to reside in the apartment and that he has not paid and shall not pay, directly and/or indirectly, to the concessionaire and/or to the University any key money and/or other sum with respect to and/or in connection with his use of the apartment, apart from the authorization fee and the mandatory charges (for electricity, water and municipal rates) payable under this letter of undertaking, and therefore no landlord and tenant relationship or the provisions of the tenants Protection Law [Consolidated Version], 5732-1972 and of any other tenant protection law or regulation shall apply to this letter of undertaking or to the authorization.

3.4. Should the authorization under this letter of undertaking be for an apartment or room in an apartment which is shared with other authorized tenants (hereinafter: "**a shared apartment**"), then: (a) the tenant shall be jointly and severally liable with the other authorized tenants of the shared apartment for

payment of the electricity, water and rates charges; (b) the tenant's liability for damages under this agreement (fair wear and tear excepted), shall be determined within the framework of a clarification proceeding conducted by the concessionaire and after giving the tenant the opportunity to be heard before the concessionaire. Should the concessionaire fail to determine which of the tenants is responsible for the damage, all the tenants who were given an authorization in the apartment shall be accountable for the damage, in equal shares.

- 3.5. The aforementioned authorization is subject to the obligations, restrictions and conditions specified in the regulations and in this letter of undertaking, including for the purpose of the authorization, and may be revoked by the concessionaire or the University in accordance with its terms at any time.

4. **The regulations**

The Student Village Regulations are attached herewith marked **Appendix A** as an integral part of this letter of undertaking. It is hereby clarified that the provisions of the regulations are intended to supplement rather than derogate from the provisions of this letter of undertaking. The tenant is aware that the regulations may be amended from time to time and that the latest version of them, which is posted on the Student Village's website, shall be binding on him for all intents and purposes.

5. **Duration of the authorization**

- 5.1. The authorization is for a period which shall commence on 4.10.2023 and end on 27.9.2024 (hereinafter: "**the authorization period**"). For the avoidance of doubt, it is clarified that the authorization period includes the entire period of time which it encompasses, including those periods during which for any reason no classes shall be held in the University.

- 5.2. It is agreed and emphasized, that during the fortnight which shall be defined by the concessionaire (and which shall fall between August 1st and September 9th) and in prior coordination with the tenant, the tenant shall permit the concessionaire to enter the apartment in order to prepare it for the following academic year. Should the tenant as a consequence thereof, be denied reasonable use of the apartment, then at his request the concessionaire shall

provide the tenant with reasonable alternative accommodation and in so far as possible upon similar terms to residence in the dormitories during the period of preparing the room.

- 5.3. The tenant undertakes to vacate the apartment and the Student Village at the end of the authorization period as stated in this letter of undertaking.
- 5.4. The tenant is aware and agrees that should the apartment or room let to him under the authorization be a security room or a Floor Protected Space (FPS), then during an emergency, and at the concessionaire's request, he shall vacate the room/apartment and move to alternative accommodation which the concessionaire shall provide him with. A Tenant who occupies a FPS is likewise aware that should the alarm be sounded he may be required to host Tenants from adjacent apartments, and he shall make no complaint in the matter.

6. **The authorization fee**

- 6.1. The tenant undertakes, that in return for the authorization of the apartment referred to in this letter of undertaking, he shall pay the concessionaire or its representative the monthly authorization fee (hereinafter: "**the authorization fee**") in accordance with the price list which is attached to this agreement marked **Appendix E**:

The tenant chose a _____ model room.

The monthly authorization fee for a bed in this room is _____ or the proportionate part of this sum for the period which is less than a month.

- 6.2. The foregoing authorization fee shall be linked to the February 2023 consumer price index (hereinafter: "**the base index**"), which was _____ points, and updated at the start of each quarter in such a way that if the last index to have been published before the start of each quarter is higher than the base index, the amount of the authorization fee shall be adjusted proportionately to reflect the change in the index at the start of each quarter as aforesaid compared to the base index. Notwithstanding the foregoing, it is clarified that the authorization fee shall not in any event be reduced from the nominal sum specified in

paragraph 6.1 above.

- 6.3. The tenant is aware that the authorization fee only covers use of the apartment. The authorization fee does not include mandatory charges for electricity, rates and water and/or for the additional services (as defined hereinafter). The tenant agrees that these sums shall be collected separately from and in addition to the authorization fee, as described in this letter of undertaking and in the regulations.
- 6.4. Compound arrears interest at the rate of 0.25% per week shall be added to any monthly installment of the authorization fee which shall not be paid on time, together with linkage differentials in accordance with increases from the base index during the period between the payment redemption date and the actual date of payment. The aforementioned charge shall be made subject to compliance with the provisions of an interest permit worded as determined by the Campus Rabbi.
- 6.5. Should the authorization fee not be fully and punctually paid, then after giving the tenant a warning of at least 14 days regarding the breach during which period the tenant did not pay the debt, the concessionaire shall have the right to immediately revoke the authorization and activate any sanction against the tenant which is permitted under this letter of undertaking, under the regulations and by law.
- 6.6. It is clarified that the redemption dates under this letter of undertaking are binding and are independent of and not conditional upon payment of any sum which the tenant owes the University, including his tuition fees. The tenant must punctually pay the full amount of the charges specified in this letter of undertaking directly to the concessionaire or its representative (except with respect to the additional services, as defined in paragraph 9 below, which the tenant shall be obliged to pay directly to the service providers as specified in the regulations).
- 6.7. For the avoidance of doubt, it is clarified that the tenant shall be obliged to pay the full Authorization fee, including for periods during which no classes are held in the University for any reason (including strikes, holidays or for any other reason) and/or even if he shall not actually reside in and/or make use of

the apartment and/or discontinue his studies and/or leave the Student Village.

7. **Electricity, water and rates charges**

- 7.1. In addition to the authorization fee, the tenant authorizes the concessionaire to periodically collect additional sums from his account for electricity, water and rates charges (together with VAT, where payable according to law), in accordance with the data pertaining to the relevant charging period obtained from meter readings and the relevant municipal tax bills (hereinafter: "**the mandatory charges**").

For the avoidance of doubt, in the case of a shared apartment, the mandatory charges shall be split equally between its occupants, without the separate consumption of each of them being measured.

- 7.2. Should the authorization fee not be fully and punctually paid, then after giving the tenant a warning of at least 14 days regarding the breach during which period the tenant did not pay the debt, the concessionaire shall have the right to immediately revoke the authorization and activate any sanction against the tenant which is permitted under this letter of undertaking, under the regulations and by law, including the right to charge the tenant a sum equal to the amount which the concessionaire shall be obliged to pay in fines and arears interest because the tenant failed to pay the mandatory charges as aforesaid.
- 7.3. The concessionaire shall present a report to the tenant detailing the amount of the mandatory charges in so far as possible prior to the debit date. However, the tenant hereby confirms that non-receipt of the said report prior to the debit shall not release the tenant from his obligations to fully and punctually redeem the mandatory charges and/or provide the tenant with grounds for nonpayment or any deferment.
- 7.4. The concessionaire shall not be held accountable for any damage resulting from the impaired and/or non-continuous supply of electricity and water to the apartments and/or to the various buildings in the Student Village, unless it was attributable to an act or omission of the concessionaire for which it bears

responsibility.

8. **Payment conditions and general provisions relating to payments**

8.1. The authorization fee, the mandatory charges and any other sum payable pursuant to this letter of undertaking (unless in relation thereto it is expressly stated otherwise in this letter of undertaking and/or in the regulations), shall be collected by the concessionaire or its representative on the tenth (10th) of every month by a transfer through bank or credit card standing order to the concessionaire's bank account, number 541936, which is held at the main business branch (600) of Bank Hapoalim ("**the concessionaire's bank account**"). The tenant is aware that the concessionaire's bank account is a designated bank account maintained specifically for this project and all sums payable by the tenant under this letter of undertaking shall be paid exclusively into the concessionaire's bank account.

8.2. Upon signing this letter of undertaking, the tenant:

8.2.1. Shall hand over to the concessionaire an irrevocable instruction to debit the tenant's bank account and/or the bank account of anyone acting on his behalf, in order to guarantee all the tenant's obligations under this letter of undertaking and the regulations regarding the payment of any sum which the tenant shall owe to the concessionaire with respect to the authorization fee, the mandatory charges and the additional services (as defined hereinafter) and any other sum which the tenant is obliged to pay to the concessionaire under this letter of undertaking and the regulations, including with respect to water, electricity and rates, in full and on time, the punctual vacation of the room and the apartment, and compensation of the concessionaire for any damage and/or loss which shall be caused to the apartment, the furniture and/or to the communal facilities and/or to (all or part of) the communal equipment as a result of an act or omission by the tenant or by his failure to honor his obligations under the provisions of this letter of undertaking and the regulations. In the aforementioned circumstances relating to payment of the authorization fee, the mandatory charges and for the additional services ("**the ongoing charges**"), the concessionaire may in its sole

discretion collect the sum owed by the tenant as aforesaid through the irrevocable instruction.

It is clarified that, in addition to the aforementioned ongoing charges, the concessionaire may collect any sum which the tenant shall owe to it under this agreement through the irrevocable instruction, subject to giving a 7-day prior written notice in which the concessionaire shall specify and explain the source of the tenant's debt to it and how the sum which the concessionaire wishes to charge the tenant was calculated, in a message sent to the email address which appears in the preamble to this letter of undertaking, in order to enable the tenant to rectify the breach of his obligations under this letter of undertaking and/or the regulations. Should the tenant fail to rectify the breach within the said period of time then without derogating from any other right or relief granted to it by law, the concessionaire shall collect the outstanding sum through the irrevocable instruction accordingly.

Upon expiry of the authorization period and vacation of the room and the apartment by the tenant in accordance with the provisions of this letter of undertaking, and provided that the tenant shall not owe any sum to the concessionaire under this authorization agreement, the irrevocable instruction shall be cancelled and the concessionaire shall sign any document required in this regard, should it be required.

- 8.2.2. Shall pay the following deposit into a designated bank account owned by and held in the name of the concessionaire's operating and maintenance contractor in the project, Electra Campus Tiful Ltd (which shall implement the concessionaire's instructions) and act in accordance with the provisions of Appendix D to this authorization agreement (hereinafter: "**the deposit**"): For a monthly authorization fee of up to 1600 NIS - a deposit in the sum of 1,500 NIS, and for a monthly authorization fee of 1600 NIS or more - a deposit in the sum of NIS 2,000;

The deposit shall serve to guarantee the performance of all the tenant's obligations under this letter of undertaking and the regulations, including the full and punctual payment of the authorization fee, all the

mandatory charges and for the additional services (as defined hereinafter) and any payment of any other sum which the tenant shall owe to the concessionaire pursuant to this letter of undertaking , and including the water, electricity and rates charges, punctual vacation of the room and the apartment and compensation for damage and/or loss which shall be caused to the apartment, to the furniture and/or to the communal facilities and/or to (all or part of) the communal equipment as a result of an act or omission by the tenant or by his failure to honor his obligations under the provisions of this letter of undertaking and the regulations. At the end of the authorization period and once the tenant has vacated the room and the apartment in compliance with the provisions of this letter of undertaking, and provided that there shall be no need to distraint all or some of the deposit monies, the deposit monies shall be returned to the tenant as they were paid.

It is clarified that should the concessionaire decide to distraint any of the deposit monies in accordance with and subject to the provisions of this letter of undertaking, it shall not do so without giving the tenant a 7-day prior written notice in which the concessionaire shall specify and explain the reason for appropriating the deposit monies and how the sum which the concessionaire wishes to distraint was calculated, in a message sent to the email address which appears in the preamble to this letter of undertaking, in order to enable the tenant to rectify the breach of his obligations under this letter of undertaking and/or the regulations. Should the tenant fail to rectify the breach within the said period of time then the amount of the deposit monies which shall be returned to the tenant shall be reduced accordingly. A form explaining payment of the deposit is attached to this letter of undertaking marked **Appendix D.**

- 8.3. The tenant shall ensure that on the redemption date of any sum due under this letter of undertaking the balance of his account shall be sufficient to enable its full and punctual payment.
- 8.4. Should the tenant fail to fully and punctually pay the authorization fee, the mandatory charges and/or any other sum due under this letter of undertaking and/or to vacate the apartment on time and in accordance with the provisions of

paragraph 16 below, then after giving the tenant a warning of at least 14 days regarding the breach during which period the tenant did not pay the debt, the concessionaire shall have the right to immediately revoke the authorization and activate any sanction against the tenant which is permitted under this letter of undertaking, under the regulations and by law.

8.5. The tenant may not withhold, set off and/or deduct sums which he is obliged to pay under this letter of undertaking and the regulations, and notwithstanding the provisions of any law, the tenant relinquishes those rights.

8.6. For the purposes of this letter of undertaking, the tenant hereby consents to receiving invoices from the concessionaire and/or its representative in a digital/electronic format and to the sending to him of all information concerning this letter of undertaking and/or various sales relating to assorted services and/or any other information pertaining to the Student Village by mail/electronic mail/SMS, or other method of postal distribution.

9. **Optional additional services**

9.1. During the authorization period the tenant may avail himself, according to his choice, of additional services, such as - cable television services, Internet and communication services (including a phone line), laundry services, cleaning services, food and beverage vending services, and any other service as specified in the regulations, in accordance with the terms of use of the various service providers, who shall be exclusively responsible for providing those services for the periodically updated prices listed on the Student Village's website (hereinafter: "**the additional services**").

9.2. A payment undertaking with respect to wireless Internet and multichannel television services is attached to this letter of undertaking marked **Appendix F**. The tenant undertakes to sign the aforementioned undertaking and to implement its provisions.

10. **The authorization conditions**

10.1. The tenant undertakes to use the apartment, the furniture, the equipment and the common areas within the Student Village with the appropriate care and

exclusively in accordance with the authorization which was given to him and the terms of this letter of undertaking and the regulations.

- 10.2. The tenant undertakes not to transfer all or some of his rights under or in connection with the authorization to any other person or party, whether in return for payment or gratuitously.
- 10.3. Without derogating from the generality of the provisions stated above and hereinafter, the tenant undertakes not to hand over to any other person any item or object which was given to him and which enables entry to the apartment and/or to the Student Village (such as keys, etc.), and not to permit another [person to make use of the apartment and/or the Student Village which exceeds the bounds of temporary hospitality in accordance with the provisions of the regulations.

11. **Rules of behavior in the apartment and in the Student Village**

- 11.1. The tenant undertakes to comply throughout the authorization period with the rules of behavior specified in this letter of undertaking and in the regulations, including the instructions given by the concessionaire or its representative, the Dormitories Department and/or any other authorized representative of the University, and to likewise observe the Jewish dietary laws, Sabbath and festivals in public.
- 11.2. In addition to all the provisions stated above and in the regulations, the tenant undertakes not to make any unlawful or, having regard to the circumstances, unreasonable use of the apartment, the furniture, the equipment and the common areas and/or the Student Village. Without derogating from the generality of this undertaking, the tenant undertakes not to cause a disturbance, danger and/or disruption to the reasonable use of the apartment and/or the Student Village by the other students (including their guests).
- 11.3. The tenant undertakes to maintain order and cleanliness, both in his apartment and in the common areas and in the public areas of the Student Village, and to strictly observe the proper rules of hygiene and the safety and security instructions in the Student Village.

11.4. Smoking is strictly forbidden in the buildings of the Student Village, including in the apartments and in the roofed public areas.

12. **The apartment, the furniture and the equipment**

12.1. The tenant undertakes to keep the apartment, its furniture and equipment (as listed in **Appendix B** to this letter of undertaking, and which shall hereinafter be referred to as: "**the furniture**") in clean, sound and proper condition. It is clarified, that should additional furniture and/or additional communal equipment be provided for the tenant's use, beyond the standard communal furniture and equipment specified, this shall be *ex gratia*, without the concessionaire being under any obligation to do so and/or to continue to do so. In any case the tenant's obligation to maintain the cleanliness and the integrity of the furniture shall equally apply to the additional furniture and to the additional communal equipment as aforesaid.

12.2. Subject to the provisions of the regulations, the making of changes in the apartment by the tenant is strictly prohibited. The tenant undertakes to inform the concessionaire or its representative (through the Inquiries and Control Center) of any damage, spoilage or loss which shall be caused to the apartment and/or to the furniture and/or to the communal facilities and/or to the communal equipment, immediately upon (all or some) of these being discovered by him.

12.3. The tenant undertakes to bear at his own expense the cost of repairing any damage, fault or defect which shall occur in the apartment and/or in the furniture and/or in the communal facilities and/or in the communal equipment which according to the concessionaire's determination were not attributable to natural wear and tear or reasonable use in accordance with the authorization. It is hereby clarified that the tenant shall not try to repair the aforementioned damage, fault or defect by himself. The concessionaire shall carry out the repairs/purchase in its discretion and in so far as he is responsible for them shall charge the tenant for the expenses incurred. All the provisions of this letter of undertaking relating to payment of the authorization fee shall equally apply for all intents and purposes to the sums relating to the reimbursement of expenses as aforesaid.

12.4. For the avoidance of doubt, it is hereby clarified that the concessionaire owns all the items of furniture and equipment listed in **Appendix B** of this letter of undertaking and that the authorization to use them is subject to the authorization upon which this letter of undertaking is predicated.

13. **Health insurance**

The tenant undertakes to have health insurance as required by law and to be a member of one of the recognized Health Funds throughout the authorization period and to have on his person his valid magnetic Health Fund membership card throughout his stay in the Student Village. Should one of the tenants not be a resident of Israel, then he must be insured under a private health insurance policy that provides the same level of coverage as the required insurance cover referred to above. at the concessionaire's request, and as a condition for granting the authorization, the tenant shall present documentary proof of the existence of the requisite insurance cover as aforesaid.

14. **The concessionaire's powers**

The concessionaire or its representative may at any time and in its absolute discretion take the following actions:

14.1. To determine and change the apartment and all the accommodation items in the apartment and/or in the Student Village according to the accepted standard and subject to the management, operating and maintenance plan for the apartments and the Student Village (as shall be approved by the University). For the avoidance of doubt, it is clarified that the concessionaire may in its sole discretion move the tenant from one apartment to another or transfer him to an apartment in another building in the Student Village and/or to a rented apartment, without splitting up the joint tenants. A tenant who failed to vacate the apartment after being asked by the concessionaire to do so pursuant to this paragraph, shall be liable to pay the liquidated damages (as defined hereinafter), without this derogating from any other relief which the concessionaire shall be entitled to in such circumstances, including the immediate revocation of the authorization.

14.2. To enter the apartment following prior coordination, at any time and for any lawful purpose. In an emergency, the concessionaire may enter the apartment

without prior coordination, provided that it tried to inform the tenant in advance before doing so.

- 14.3. To temporarily or permanently remove items of furniture and equipment, replace them with others and/or to make changes or repairs to them in compliance with its obligations under the Concession Agreement.
- 14.4. To instruct the tenant to remove equipment and/or furniture and/or any other item which he brought into the apartment and/or into the Student Village, which is prohibited or unsuitable for use according to this letter of undertaking or under the regulations, as well as to prohibit the use of certain equipment and furniture in the Student Village and/or their entry to the area of the Student Village and/or the apartment.
- 14.5. To carry out from time to time as it shall in its discretion see fit maintenance and renovation works in the apartment, in the Student Village, in the public areas and/or adjacent to the Student Village. It is clarified that the maintenance and renovation works in the apartment shall be carried out between the 1st August and 30th September of each calendar year in accordance with the concessionaire's discretion (excluding what the concessionaire deems to be urgent repairs or maintenance works). The concessionaire shall do all it can to ensure that any disturbance caused by the aforementioned works, including noise and dirt, shall be kept to the minimum necessary, and that works carried out during term time shall if possible be coordinated in advance with the tenant. However, it is clarified in advance that under no circumstances shall execution of the works referred to in this paragraph diminish the tenant's obligation to pay all the charges which he is liable for under this letter of undertaking and that no pecuniary or other refund and/or compensation obligation shall be imposed on the concessionaire.
- 14.6. It is agreed that nothing in this agreement shall negate, undermine or curb the rights and powers which have been granted to the concessionaire in any way, including by law and/or contract and/or under the provisions of this letter of undertaking and the regulations, and the concessionaire may utilize all the powers which have been granted to it.

- 14.7. The tenant is aware that neither the concessionaire, nor its representative or any other party affiliated to it and operating under its auspices in connection with the Concession Agreement, shall be responsible for the loss of or damage to equipment or property belonging to the tenant and/or residents which is located in the apartment and/or in the Student Village, during and after the authorization period (including when moving to another apartment or building in the Student Village and/or while vacating the apartment or thereafter), unless the damage was caused maliciously or due to gross negligence on the part of the concessionaire or its representative. Personal belongings in the apartment and the Student Village are not insured by the concessionaire and the tenant shall be responsible for their integrity and/or insurance and for their punctual removal when vacating the apartment. The concessionaire may remove, give away or throw away any objects which were not removed on time by the tenant and/or objects belonging to the tenant which were found outside the apartment during and after the authorization period, at the tenant's expense, and the concessionaire may collect the expenses involved in their disposal from the tenant, including through realization of the securities which were placed at its disposal pursuant to this letter of undertaking, subject to giving 7 days prior warning during which the tenant did not remove the objects.
- 14.8. Without derogating from the foregoing, it is further clarified that neither the concessionaire, nor its representative or any other party affiliated to it and acting on its behalf in connection with the Concession Agreement, shall be held accountable for any damage which shall be caused as a result of force majeure, excluding a refund of the rent to the tenant which was paid by him for a period during which the apartment could not be used because of force majeure.
- 14.9. The concessionaire may discharge its obligations and exercise its rights under this letter of undertaking by itself or through Electra Campus Tiful Ltd or any other operator approved by the University.

15. **Termination of the authorization**

- 15.1. The concessionaire may terminate the authorization upon 14 days' prior notice (including before the end of the authorization period) should the tenant breach one of the provisions of this letter of undertaking (or the regulations) or any pecuniary undertaking which he gave to the concessionaire. Should the breach

be rectifiable, the concessionaire may terminate the authorization immediately if the tenant did not rectify the breach during the (14 day) prior notice period specified above, or within a shorter period, should the circumstances justify its reduction.

- 15.2. Without derogating from the generality of the foregoing or from any other provision of this letter of undertaking, should the tenant cease to be a student at the University and/or should one or more of the preconditions for entitlement to reside in the Student Village no longer be satisfied in the tenant's case (unless clearance was given by the University's Dormitories Department that only one of the joint tenants need satisfy the aforementioned two requirements) and/or should one of the joint tenants breach the University's code of discipline and/or should a written instruction be received from a physician according to which one of the joint tenants and/or one of their children constitutes a medical risk to the Student Village's residents, then the concessionaire may terminate the authorization immediately and demand that the tenant leave (and not stay or sleep in) and remove his personal possessions from the apartment within 7 days from the date of the concessionaire's or its representative's demand.
- 15.3. The tenant may submit a written request to the concessionaire to terminate the authorization and the concessionaire may accede to that request provided that a suitable substitute tenant is found to complete the authorization period who was approved by the concessionaire and the Dormitories Department.
- 15.4. It is clarified that in the circumstances described in paragraphs 15.1, 15.2 and 15.3 above, the tenant shall be obliged to pay the authorization fee and mandatory charges for the authorization period until the date on which the concessionaire shall replace the tenant in the apartment with the substitute tenant.
- 15.5. Should the authorization be terminated by the concessionaire in response to a breach of one of the provisions of this letter of undertaking and/or the regulations, then the tenant shall be obliged to pay, in addition to the authorization fee and the mandatory charges: (a) where the authorization was terminated prior to 15th January, liquidated damages, without proof of damage, of a sum equivalent to double the monthly authorization fee; or (b) where the authorization was terminated after 15th January, liquidated damages, without

proof of damage, of a sum equivalent to one monthly authorization fee only (hereinafter: "**the liquidated damages**"). The tenant hereby confirms that he has found the amount of the aforementioned liquidated damages to be reasonable compensation for the damage which was anticipated in advance at the time of signing this letter of undertaking.

- 15.6. The charge with respect to the liquidated damages under this paragraph shall for all intents and purposes have the same status as the authorization fee.
- 15.7. Upon termination of the authorization for any reason, the tenant shall return the apartment in the same clean condition and with the equipment and furniture therein as ready for use, as they were when he received them at the start of the authorization period, fair wear and tear excepted, and without causing damages that obligates replacement of furniture and equipment. Should defects be found (which are not attributable to fair wear and tear) then the tenant shall be required to pay to the concessionaire for their repair.
- 15.8. The tenant must act in accordance with the return of apartment protocol which is attached to this letter of undertaking marked **Appendix C**, and inter alia, by performing all the tasks imposed on him upon leaving the apartment, including the reinstatement of the equipment and furniture to the condition they were in when they were placed at the tenant's disposal on the date on which the apartment was handed over to him.
- 15.9. At the end of the authorization period, after the tenant has discharged all the tasks imposed on him as stated in the letter of undertaking, the concessionaire shall carry out a final accounting with the tenant (hereinafter: "**the final accounting**"). The final accounting shall be carried out on the date of the first monthly charge following expiry of the authorization period and after the concessionaire has certified that all the defects found in the apartment for which the tenant is responsible were dealt with and/or, if later, should it be applicable, after the substitute tenant replaced the tenant in the apartment (should the authorization have ended during the authorization period specified in the letter of undertaking).
- 15.10. Upon leaving the apartment, the tenant must sign a "leaving form" and confirmation of the absence of claims against the concessionaire and the

University, worded in a manner acceptable to the concessionaire, from time to time.

For the avoidance of doubt, it is clarified and emphasized that a tenant who wishes to vacate the apartment in the Student Village during the authorization period shall submit a written request to the concessionaire asking for a suitable substitute tenant approved by the Dormitories Department and the concessionaire to be brought and complete the authorization period in his place, upon the same terms. The tenant shall be obliged to submit to the concessionaire (through the Inquiries and Control Center) an orderly application detailing the reasons for the request and attaching thereto supporting evidence and documents. It is hereby clarified that preference shall be given to tenants who appear on the concessionaire's or Dormitories' Department's waiting list. Should a substitute tenant not be found, the tenant who wishes to leave shall be obliged to pay the full amount of the authorization fees and mandatory charges until the end of the authorization period. It is clarified that the substitute tenant (should he be found and sign an identical letter of undertaking to this letter of undertaking, mutatis mutandis) shall "enter the shoes" of the original tenant from the date on which the authorization which was given to him to occupy the apartment pursuant to the letter of undertaking which he shall sign began until the original authorization period specified in this letter of undertaking expires.

16. **Vacation**

- 16.1. The Tenant undertakes to vacate the apartment and the Student Village at the end of the authorization period or upon the early termination of the contract and to return it together with all the equipment listed in **Appendix B**, clear and free of any person or object, and in the same sound and flawless condition in which the tenant received it, fair wear and tear resulting from ordinary and reasonable use excepted, and to return every key and any object and/or other means given to the tenant by the concessionaire in connection with the apartment and the Student Village.
- 16.2. Should the tenant fail to remove his belongings from the apartment and from every other part of the Student Village by the date on which he is obliged to do so (at the end of the authorization period or in the circumstances described in

paragraph 15 above) he shall be charged the liquidated damages (as defined in paragraph 15.5 above). The concessionaire may likewise remove the tenant's belongings from the apartment and the Student Village and store them at the tenant's expense or take any other action in relation to them, including removing them and throwing them away, and the tenant relinquishes in advance any claim which he might have in consequence thereof. The tenant shall be obliged to reimburse the concessionaire for any expense which it incurred in connection with the removal and/or storage as aforesaid and this charge shall for all intents and purposes have the same status as the authorization fee. It is clarified that the concessionaire shall not be responsible for the integrity of the belongings whether it chooses to remove them or not. The provisions of this paragraph shall equally apply in relation to possessions left by the tenant in the public areas during the authorization period.

- 16.3. In addition to the foregoing provisions regarding vacation, should in an emergency situation or during a war the security forces require the use or possession of some or all of the Student Village buildings, including the apartment, the tenant shall vacate the apartment immediately, for such period as the security forces shall require. Vacation of the apartment as a result of a demand as aforesaid shall not constitute a breach of the authorization by the concessionaire and the authorization period shall not be extended with respect to the period of the vacation, although the tenant shall not be obliged to pay the authorization fee and mandatory charges for the duration of that period. At the end of the vacation period in the circumstances stated in this paragraph above, as notified by the concessionaire in writing, the tenant may return to the apartment and shall be obliged to continue redeeming the authorization fee, the mandatory charges and any other payment which the tenant is liable for under this letter of undertaking and the regulations. In the event of vacation as aforesaid, the tenant shall remove all his belongings from the apartment, take them with him or store them in a place as instructed by the concessionaire or its representative. In addition, in case he shall actually be absent from the apartment and/or from the Student Village when an instruction is given to vacate the apartment in the circumstances stated above in this paragraph, the tenant hereby irrevocably grants the concessionaire or its representative, in advance and from now, permission to remove his possessions and to store them in a place which shall be allocated for the purpose and which the tenant shall be

notified of.

- 16.4. The tenant hereby confirms that upon signing this letter of undertaking he shall be obliged to pay to the concessionaire the full amount of the authorization fee and mandatory charges throughout the authorization period. Any early termination of the authorization by the tenant, for any reason, shall oblige the tenant to find a substitute tenant who shall be approved by the Dormitories Department of the University and the concessionaire. It is clarified, that in the circumstances mentioned above in this paragraph, the tenant shall be obliged to pay the authorization fee and the mandatory charges for the entire authorization period until the date on which the concessionaire shall replace the tenant in the apartment with the substitute tenant.

17. **Securities**

In order to receive the concessionaire's permission for him to occupy the apartment throughout the authorization period, the tenant must comply with the following cumulative requirements:

- 17.1. Submission and maintaining in force of an irrevocable instruction to charge the tenant's bank account in accordance with and subject to the provisions of paragraph 8.2.1 above.
- 17.2. Payment of the deposit monies in accordance with the provisions of paragraph 8.2.2 above.
- 17.3. The provision of securities under this paragraph or the process of collecting them by the concessionaire shall not preclude the concessionaire from taking any additional or alternative proceeding or measure in order to recover sums the redemption of which has become due and/or in order to obtain redress for damages which it shall sustain as a result of an act, omission and/or breach on the tenant's part of this letter of undertaking and/or the regulations, and nor shall they release the tenant from its obligations towards the concessionaire and/or the University (as the case may be).

18. **Addresses**

- 18.1. The tenant's permanent address as specified in the preamble to this letter of undertaking and/or the tenant's address in the apartment shall be his addresses for the purposes of receiving notices in any matter pertaining to this letter of undertaking and/or for taking proceedings with respect to a breach thereof.
- 18.2. The tenant shall be deemed to have possession and knowledge of any notice which shall be sent by recorded delivery to one of the above addresses 72 hours from the time when it was handed over at the post office for dispatch, or immediately if it was personally delivered or transmitted by email.

19. **Special conditions in accordance with the Concession Agreement**

- 19.1. The Concession Agreement is an agreement between the parties to it and it does not grant any right to the tenant and/or to any third party.
- 19.2. The tenant shall be precluded from making any claim or demand with respect to any action taken by the University pursuant to its statutory authority (as opposed to its authority under the Concession Agreement), including vis-à-vis licenses and permits.
- 19.3. The tenant is aware that the apartment is located in and/or in the vicinity of an active university campus which includes various public buildings, including faculty buildings, offices, student dormitories, commercial areas, classrooms, exhibits and active halls, etc. as well as in the vicinity of a residential neighborhood and therefore he must take extra care in order not to cause damage to systems, equipment, infrastructure and people and in order not to disrupt in any way the normal operation of the buildings and/or the entities operating in them and the infrastructures within the campus and its environs.
- 19.4. The tenant confirms that he is aware that the concessionaire may assign and charge its rights under this letter of undertaking, subject to the provisions of any law or agreement which the concessionaire is party to. The tenant is aware that the concessionaire has assigned by way of charge all its rights under this letter of undertaking and pursuant to the regulations to Israel Discount Bank Ltd in its capacity as trustee for the lenders of the project. The concessionaire is aware that the tenant's foregoing confirmation shall not derogate from the

provisions of paragraph 140.5 of the Concession Agreement.

19.5. The tenant likewise confirms that he is aware that under certain circumstances which are enumerated in the Concession Agreement, the concessionaire may be replaced with another entity, which shall assume the concessionaire's rights and obligations under this letter of undertaking. Should an entity be appointed to replace the concessionaire as aforesaid, the tenant shall be notified of the change in writing and shall treat the replacing entity for the purposes of this letter of undertaking as the concessionaire for all intents and purposes. The tenant shall sign any document which shall be required in order to facilitate the entry of the replacing entity as aforesaid as a party to this letter of undertaking in place of the concessionaire.

20. **Miscellaneous**

20.1. This authorization does not grant the tenant an option to extend the authorization period upon its expiry upon the same and/or other terms, and/or grant any additional right of any kind in the apartment and/or in the Student Village.

20.2. The laws of the State of Israel shall apply to this letter of undertaking. The competent courts in Tel Aviv shall have exclusive local and subject-matter jurisdiction to adjudicate any matter involved in and/or resulting from this letter of undertaking.

20.3. No change and/or addition to this letter of undertaking shall be made without the concessionaire's and the University's prior written consent.

20.4. This letter of undertaking and the regulations (together with their appendices) encompass all the arrangements and obligations between the concessionaire and the tenant in relation to the apartment and/or to the Student Village. Any verbal or written, express or implied, declaration and/or undertaking and/or arrangement and/or representation and/or understanding which was made, given or reached before the drawing up of this letter of undertaking and the regulations is hereby declared to be null and void.

20.5. The concessionaire's consent to a deviation from any terms in the provisions of this letter of undertaking and/or the regulations in a particular case or a series of cases, shall not constitute a precedent or inference to be applied in any other case in the future.

20.6. No conduct on the part of the concessionaire shall be regarded as a waiver of any right granted to it under this letter of undertaking and the regulations and/or by law, or as acquiescence in or consent on its part to any breach or nonperformance of any condition, unless the waiver, consent, deferral, change, cancellation or addition was made by the concessionaire expressly and in writing.

20.7. The tenant must mark the option in clause 20.7.1 and one of the options in clause 20.7.2 below:

20.7.1.

The undersigned accepts the provisions of Bar Ilan Student Village Bylaws attached as **Appendix A** to this letter of commitment and undertakes to act in accordance with its provisions throughout the permit period. [Note: The franchisee may not accept tenants for the dormitories that have not marked this option].

20.7.2

The undersigned asks to receive wireless internet network services from the franchisee. In exchange for the above services, the undersigned undertakes to pay the franchisee a total of NIS 22 per month, not including VAT.

The undersigned asks not to receive wireless internet network services from the franchisee. Accordingly, the undersigned is aware that her/his **current placement will be changed** and s/he will be re-assigned by the dormitory division to one of the rooms where the above services are not provided. The undersigned also states that s/he knows that if s/he changes her/his mind and wants to move to a room with wireless internet services, this will not necessarily be possible, and s/he will not have complaints against the franchisee or against the university in such a case. [Note: The franchisee may not accept tenants for the dormitories that have not marked one of these options].

In witness whereof the tenant has signed on _____(day) _____(month) 2023:

Full name
(signature)

Appendix A to the Letter of Undertaking for Authorization The Bar-Ilan Student Village Regulations

The Student Village is run in keeping with the national religious character of Bar-Ilan University (hereinafter: "**the University**") and its purpose is to provide the students with accommodation during the period of their studies.

These regulations, as updated from time to time, constitute an integral part of the letter of undertaking for authorization to which it is attached marked Appendix A (hereinafter: "**the letter of undertaking**"), and all its provisions are designed to supplement and not derogate from the provisions of the letter of undertaking.

For the purposes of these regulations, the word "**student**" shall be interpreted as meaning any person who has received authorization to dwell in an apartment in the Student Village, on the basis of which the letter of undertaking was signed with him.

1. **Maintenance of the University's national religious character in the Student Village**

- 1.1. The student (including his guests and anyone acting on his behalf) shall honor in his behavior and speech the unique character of the University, including by maintaining the sanctity of the Sabbath and Jewish festival days in all the public areas of the University, refraining from desecration of the Sabbath and festivals in public, and by strictly observing etiquette and dress code. The "Bar-Ilan University Student Village Covenant" is attached herewith marked **Appendix 1** as an integral part of these regulations.
- 1.2. All the electrical systems shall be operated on the Sabbath and festivals through a mechanism which has been approved by the Zomet Institute.
- 1.3. On Sabbaths and festivals, the elevators in the Student Village buildings shall operate as Shabbat elevators.
- 1.4. The Accompanying Services Center (when it shall be established) and the additional services (as defined in paragraph 9 below) shall not be operated on Sabbaths and Jewish festivals. On Sabbaths and Jewish festivals, the parking lots shall remain open, however, no fee shall be charged for using them.
- 1.5. No public activity shall take place in the Student Village which is at variance with the character of the University or which offends the sensitivities of other students.
- 1.6. The members of staff of the Dormitories Department in the Dean of Students Office reside in the Student Village dormitories and shall act in conjunction with the concessionaire to maintain order and etiquette in the Student Village. The members of staff shall constitute the address for individual and communal inquiries, and shall act in conjunction with other elements in the University to create Jewish, social and cultural activities for the benefit and welfare of the students.
- 1.7. A breach of the provisions of this paragraph 1 shall constitute a serious disciplinary offence which shall also confer on the concessionaire the right to revoke the authorization immediately.

2. **Inviting guests**

- 2.1. For security and protection of privacy reasons, students who reside in the Student Village are not allowed to have guests stay overnight or to bring guests onto the premises whose entry was not registered with and approved by the Inquiries and Control Center and/or through the website/application (as these terms are defined in paragraph 9 below).
- 2.2. A student who wishes to host a person to his room or the guest rooms which are allocated for this purpose in the Student Village, or in the entrance lobby, shall register in advance with the Inquiries and Control Center and/or through the website and/or the designated application, giving his name, apartment number and the name of the guest.
- 2.3. Guests may be hosted in the Student Village apartments between the hours of 08:00 am and 23:00, provided that this shall not disturb other occupants of the apartment.
- 2.4. A student who resides in the Student Village may ask permission for a guest to stay overnight in accordance with the concessionaire's standard procedures in this regard.
- 2.5. The following rules shall apply to the putting up of guests, including tenants who reside in dormitories of other apartments:
 - 2.5.1. Putting up a guest for the night in a tenant's apartment without the hosting tenant being present is prohibited.
 - 2.5.2. Having a guest of the opposite sex stay overnight is prohibited.
 - 2.5.3. Putting up a guest for the night in a tenant's apartment shall only be allowed with the consent of all the tenants of the relevant apartment and shall be conditional upon obtaining their prior approval.
- 2.6. A student who resides in one building in the Student Village who wishes to enter another building in the Student Village shall be classified as a guest for all intents and purposes.

- 2.7. Upon obtaining the concessionaire's clearance for the guest's entry the guest shall deposit a form of ID with the concessionaire or its representative.
- 2.8. At the end of his stay in the Student Village, the guest may receive his ID back in exchange for returning any material and/or equipment which was given to him (in so far as possible).
- 2.9. The entry and/or sleeping over of guests on Sabbaths and festivals shall be allowed provided that all of the foregoing conditions are complied with and prior authorization is received from the Dormitories Department of the University or in accordance with any other arrangement which the University shall prescribe from time to time.
- 2.10. The electronic entry systems in the Student Village buildings shall not operate on the Sabbath and entry to them shall be facilitated through other means.
- 2.11. The student shall be responsible for the behavior of his guests and visitors and shall ensure that they behave properly and refrain from doing anything which may inconvenience the students in the Student Village and/or disturb the tranquility and order in the Student Village and/or from committing any act which is prohibited under the letter of undertaking, these regulations or by law.
- 2.12. A breach of any of the provisions in this paragraph shall constitute a fundamental breach of the authorization terms, for which the concessionaire may realize its rights under the letter of undertaking to which these regulations are attached, including by immediately terminating the authorization. Without derogating from the foregoing, a breach of a provision as aforesaid shall constitute a serious disciplinary offence in response to which the University is authorized to take such action as it shall see fit.

3. **Holding of events and social activities**

- 3.1. The holding of events and/or any group and/or social activities (hereinafter: "**event**") shall be coordinated in advance with the concessionaire through the Inquiries and Control Center, and shall require specific express written authorization from the concessionaire and the University's Dormitories

Department (hereinafter: "**authorization for holding the event**").

- 3.2. The event shall be held in a place in the Student Village which the concessionaire shall allocate for the purpose and during such hours as shall be authorized in accordance with the character of the event, as shall be specified in the authorization to hold the event.
- 3.3. At all events the etiquette specified in these regulations must be observed.
- 3.4. At the end of the event the area which was allocated for the purpose of holding the event shall be returned to its previous condition, clean and undamaged. Those who ordered the event or the student who caused damage during the event shall be charged the full cost of repairing it as determined by the concessionaire.
- 3.5. In the absence of authorization to stage an event and/or express authorization from the University's Dormitories Department and from the concessionaire, the holding of any gathering and/or similar type of activity and/or commercial activity within the confines of the Student Village shall be prohibited.

4. **Property and conduct in the apartments**

- 4.1. For security and privacy reasons, the doors of the residential apartments and of the entrances to all the buildings in the Student Village must be locked. The keys to the apartment, during the authorization period, are for the personal use of the student who received them only. They may not be duplicated or given to any other person, including to other students who reside in the Student Village. The apartment key shall not be left above, beneath or adjacent to the apartment doors.
- 4.2. This instruction is intended to protect the Student Village's residents and to maintain security, safety and order in the Student Village. It is also necessary in order to protect the privacy of the fellow occupants in the apartment and their possessions. In light of this, in light of the gravity of a breach of the instruction, and in light of the prevalence of the phenomenon, it has been decided that the

punishment for a breach of the instruction shall be a pecuniary fine in the amount of NIS 270. The status of this fine shall be the same as that of an authorization fee debt. Should this fine not be paid to the concessionaire on the first authorization fee payment date following its imposition, the concessionaire may collect it from the student in any way, including by appropriating it from any security which the student provided pursuant to the letter of undertaking and these regulations and/or to recover it through any other statutory and/or contractual means which it has at its disposal.

- 4.3. No additional lock may be affixed to or suspended from the apartment door without the concessionaire's authorization and without giving the concessionaire a copy of the key to that lock. The concessionaire may dismantle and remove at the student's expense any lock or bracket which was affixed or suspended contrary to this paragraph.
- 4.4. Personal belongings in the Student Village are not insured and the student is responsible for their integrity or insurance. It is recommended that cash and valuables not be kept in the apartments. A bank is located at the entrance to the University to serve the students. Any incident of loss or theft should be reported immediately to the Inquiries and Control Center. It is clarified that the concessionaire shall not be responsible for any damage, loss or theft of property belonging to the students or their guests in the Student Village.
- 4.5. No furniture or equipment belonging to the Student Village may be moved from one apartment to another or from one building to another or taken outside the grounds of the Student Village, and no communal furniture and/or property of the concessionaire may be moved to the apartments, without the concessionaire's prior written authorization.
- 4.6. No animals may be kept in the apartments and/or in any area within the Student Village.
- 4.7. Pictures may only be hung in the apartments in those places designated for them. A student who hangs up pictures contrary to the provisions of this paragraph shall be charged for the cost of repairing the damage and whitewashing the apartment as determined by the concessionaire. The status of this charge shall be the same as that of an authorization fee debt. It is clarified

that under no circumstances may a student whitewash the apartment by himself.

- 4.8. The students shall be obliged to clean the apartments which they live in and their adjoining bathrooms and lavatories. The students shall be charged for the thorough cleaning of the apartments and/or the adjoining bathrooms and lavatories should they be found not to be in the same clean condition they were in when they were received at the start of the authorization period. The status of the aforementioned charge shall be the same as that of an authorization fee debt. A student who wishes to purchase cleaning services from the concessionaire may do so in return for an additional payment, upon the terms posted in this regard on the website.
- 4.9. Care must be taken to keep the kitchens and dining areas clean and tidy.
- 4.10. The corridors, courtyards, gardens and other public areas within and in the vicinity of the Student Village must be kept clean. A student who throws materials and trash in the public areas (including from the window) shall be subject to disciplinary proceedings and is liable to be punished by being banned from the Student Village, according to the decision of the University or having his authorization revoked by the concessionaire. Students' tools and objects found in the public areas shall be thrown out and their owners shall make no complaint with regard to the objects as aforesaid.
- 4.11. All apparatus, equipment and facilities in the apartments and public areas of the Student Village shall be used with the necessary care. It is clarified that the elevators in the Student Village buildings are only to be used for the purpose of transporting passengers, up to the maximum number permitted.
- 4.12. The student shall comply with the safety, maintenance and operating instructions specified in **Appendix 2** to these regulations, and shall likewise sign the concessionaire's safety regulations, the provisions of which shall supplement and not derogate from the provisions of these regulations, the letter of undertaking and of any law.

5. **Smoking**

- 5.1. Smoking in the Student Village, including in the apartments (and in any part of them) is strictly prohibited, except in designated smoking areas in accordance with and subject to any relevant statutory provisions and in accordance with the University's prevailing rules.
- 5.2. The concessionaire may punish a student who violates the foregoing prohibition by imposing on him the maximum fine for an offence under the Prevention of Smoking in Public Places and Exposure to Smoking Law, 5743-1983.

6. **Health**

- 6.1. A student who lives in the Student Village must carry a valid Health Fund membership card or have a valid health insurance policy.
- 6.2. The student shall inform the concessionaire and the Dormitories Department of any medical problem which could be injurious to the health of the Student Village's residents and which the concessionaire and the Dormitories Department should know about.

7. **Absence**

- 7.1. For the sake of good order and maintaining security, a student who is absent from his apartment for more than a week is requested to notify the Customer Service and Dormitories Departments of this.

8. **Discipline**

- 8.1. The student shall behave properly and in a manner which is in keeping with the University's values and shall not participate in any way or form in any criminal and/or prohibited activity. The student shall refrain from doing anything which may harm the good name of the University, the Student Village, the concessionaire or the student community. Nothing in the foregoing shall undermine the student's freedom of expression.

- 8.2. The student shall not behave in a manner which endangers the other students, constitutes a nuisance or undermines their welfare.
- 8.3. The student shall comply with the discipline directives issued by the Dormitories Department and the concessionaire as updated from time to time.
- 8.4. The student shall refrain from making noise during all hours of the day and shall be particularly careful to do so from midnight onwards. The making of disruptive noise shall be a reason which justifies banishing a student from the Student Village and immediately cancelling the authorization.
- 8.5. The student shall obey the concessionaire's instructions at all times.
- 8.6. In the event of a breach of the regulations and/or the letter of undertaking including in a case of noise, nuisance, damages to equipment, to furniture, to the communal furniture or to the apartments and/or to the Student Village in general, the concessionaire or the Dormitories Department or any party acting under their authority may take any steps which they deem in their discretion to be necessary in order to curtail the breach, reduce the damages and remove the nuisance, including by referring the matter to the University's officials and also in appropriate cases to the Israel Police.
- 8.7. A breach which shall cause damage to property and/or injury shall result in appropriation of the deposit monies and/or any other security which the student provided pursuant to the letter of undertaking and/or, should the concessionaire in its discretion so decide, the immediate cancellation of the authorization.
- 8.8. In the event of a dispute with the concessionaire, the student shall be entitled to refer the matter to the University's Dormitories Department through the Dean of Students Office. However, until the matter has been clarified, the student must comply with all the provisions of the letter of undertaking and the regulations.

9. **Additional services for students**

- 9.1. The Student Village offers its resident students an efficient, service-orientated and expeditious solution to their needs. As part of the Student Village

registration and admission process, each student shall receive information regarding the types of services provided on the Student Village site through various service providers (hereinafter: "**the service providers**"). The full, detailed and up-to-date information is available on the Student Village's website (www.hameonot.com, hereinafter: "**the website**").

9.2. It is clarified and emphasized that the terms of use in relation to each service shall be determined in accordance with the relevant service supplier's policy, as altered from time to time (hereinafter: "**the terms of use**"). Ordering the services shall be the sole decision and responsibility of the student who ordered them and he alone shall be exclusively responsible for the consequence of doing so.

9.3. It is further clarified and emphasized, that the student shall pay the relevant service provider directly for the services which he orders in accordance with the terms of use, and without making any complaints and/or demands and/or claims against the concessionaire, the operator (as defined hereinafter) and/or the University in this regard.

9.4. The services provided to students in the Student Village shall include the following:

9.4.1. **Cable/satellite TV services;**

9.4.2. **Internet and communication services (including phone line);**

9.4.3. **Laundry services;**

9.4.4. **Apartment interior cleaning services;**

9.4.5. **Food and beverage vending services;**

9.4.6. **And any additional service which the concessionaire and/or the operator shall in its discretion offer (subject to the University's approval), such as: courier services, babysitting services and movie**

rental services.

- 9.4.7. The services shall be deployed as the concessionaire shall choose from time to time, depending on the type of service and its consumption profile throughout the day, with the goal of making it easier for the students who live in the Student Village to avail themselves of the services when needed.
- 9.4.8. Failure to fully and punctually pay the consideration for the additional services to the service providers shall be treated for all intents and purposes as nonpayment of the authorization fee, and shall entitle the concessionaire to revoke the authorization immediately and activate any sanction against the tenant which is permitted under this letter of undertaking, the regulations and by law.

10. **General**

- 10.1. Staying the night in the area of the University and/or in the Student Village outside the apartments (on the lawns, in the classrooms, etc.) is prohibited.
- 10.2. Games of chance and gambling, card games, other games involving money, alcohol consumption to the point of drunkenness, possession and/or use of narcotics or any illegal activity or action in the area of the Student Village - are strictly prohibited.
- 10.3. The student shall not engage or participate in form or manner in criminal activity and/or activity which violates the laws of the State of Israel and/or an activity which is at variance with the letter of undertaking, these regulations or the University's other regulations.
- 10.4. When asked to do so by one of the security guards and/or the concessionaire's and/or the University's security personnel (as the case may be), the students shall identify themselves and explain their actions and behavior, and shall likewise assist them as requested. In addition, the students must comply with the demands and instructions of the security personnel within the framework of their duties.

- 10.5. The student is required to read, keep up to date and keep track of the current version of the regulations on the website as well as the messages posted on it, including by checking the bulletin boards intended for this purpose in the building of the student village in which he is staying.
- 10.6. Vehicular access to the area of the University, including the areas and vicinity of the Student Village shall only be requested in accordance with the directives of the University's Dormitories Department.
- 10.7. The concessionaire shall operate an inquiries and control center in the Student Village which shall operate six days a week, and on the Sabbath and festivals - in an emergency format only.

Appendix 1 to the Regulations

The Bar-Ilan University Student Village Covenant

Bar-Ilan University was established and operates in order to train generations of intellectuals, researchers and top-notch scientists while constantly striving to contribute to the advancement of science and the development of the State of Israel and all of humanity.

The University is founded on the eternal values of Jewish law and has a special commitment to the Jewish and democratic character of the State of Israel and to promoting the values of respect for Jewish tradition amongst its students, coupled with tolerance and respect for the followers of different faiths and openness to all communities. This commitment is also reflected in campus life and behavior in the dormitories.

Therefore, all residents of the dormitories are expected to behave in a manner that respects the basic values of the Jewish people, including the observance of the Sabbath and Jewish festivals in the public domain, in pleasant ways and in the paths of peace.

Our aspiration is for all the residents to live together with mutual respect and appreciation while displaying tolerance for different opinions and diverse communities.

The residents of the dormitories shall respect the modesty, privacy and serenity of the men and women who live therein.

In any matter concerning these rules of behavior in the dormitories, their practical application shall be determined by the Dean of Students, the University's Management and the Campus Rabbi.

The University, through the Campus Rabbi and the Dean of Students staff, shall hold diverse Jewish and cultural activities which are designed to appeal to all residents of the dormitories and satisfy the needs of all population groups, and all in order to encourage mutual discourse and consideration.

"A close neighbor is better than a distant relative" (Proverbs, 27,10)

Which is the proper way to which a man should cling? A good eye, a good friend, a good neighbor, one who considers the outcome of a deed, a good heart!

(According to the Ethics of the Fathers)

Appendix 2 to the Regulations

Apartment safety, maintenance and operation instructions

In addition to the provisions of the letter of undertaking and the regulations, every student who resides in the Student Village apartments, and every guest, shall comply with the following instructions:

A - General safety instructions:

1. Lighting fires in the apartments is prohibited. The lighting of Sabbath or festival candles is permitted in the kitchen only and at the tenant's sole risk and subject to the safety rules which shall be issued by the concessionaire.
2. No cookware and/or gas source shall be used in the apartments. Cooking shall only take place in the apartment's kitchenette using the means provided for this purpose by the concessionaire.
3. No heaters, blow heaters and/or air heaters may be used in the apartments and the temperature in the apartments shall only be controlled through the air conditioning units installed therein.
4. Dangerous and/or unsafe activity in the apartments and/or in the Student Village must be avoided, including climbing on the roofs of the buildings or other high places, sitting on window sills and/or entering a restricted area (such as the concessionaire's cleaning and maintenance storerooms which are located in the Student Village buildings).
5. The various fire extinguishing stations shall not be used for any activity other than extinguishing fires.
6. Other than as specified in paragraph 7 below, possession of a weapon, explosives and/or ammunition and/or inflammable materials such as gasoline, kerosene, etc. in the area of the Student Village, including in the apartments, is strictly prohibited.
7. A tenant or his guest in the Student Village may not bring a weapon or ammunition for a weapon into the area of the Student Village, even if he holds a lawful license to carry it or is an armed soldier, without first applying to the concessionaire and obtaining from it a protocol, worded in a manner approved in advance by the University and containing

instructions which ensure that the weapon and ammunition shall be handled in accordance with the statutory requirements and the concessionaire's safety rules, and signing the said protocol in the presence of the concessionaire's representative.

B - General maintenance and operating instructions

1. Electrical appliances, including TV sets (including an Internet and phone line) and/or light fixtures which were not provided by the concessionaire and/or the service providers (as define in the regulations) shall not be brought onto the premises. Notwithstanding the foregoing, the tenant may replace the microwave oven in the apartment for Kashrut reasons, provided he coordinated this in advance with the concessionaire and obtain its approval to do so.
2. Washing and drying machines shall not be brought into the apartments.
3. Nonperishable sanitary waste shall not be flushed down the toilets in the apartments and/or disposed of in any of the various Student Village buildings. Any student who caused damage by violating this instruction shall be charged for the full cost of the repair, as determined by the concessionaire.
4. Bicycles shall not be brought into the apartments.
Bicycles may only be left in the places expressly allocated for them by the concessionaire and the University.
5. Without derogating from the foregoing provisions and the provisions of the regulations and/or the letter of undertaking, it is emphasized that all the equipment, apparatus and facilities in the apartments and in the public areas of the Student Village must be handled with the necessary care and only used in accordance with their expressly designated purposes, as the case may be.

Appendix B - List of Equipment and Furniture

No.	Description	Quantity	Yes	No	Comments
1	Bed				
2	Mattress				
3	Writing desk + shelf unit				
4	Reading light				
5	Student chair				
6	TV wall mount				
7	LED Television + converter and remote				Including operation
8	Air Conditioning Unit + Remote				Includes operation
9					
10	Clothes closet				
11					
12	Kitchen table				
13	Kitchen chairs				
14	Refrigerator				
15	Electric stove top				
16	Electric kettle				
17	Microwave oven				
18					
19	Sabbath hot plate				
20	Keys				

*****Note: This appendix is for illustration purposes only and does not require signing*****

Appendix C

Returning of apartment protocol

Pursuant to the letter of undertaking, you are required to vacate the apartment at the end of the authorization period, or earlier if the circumstances described in the letter of undertaking and/or in the regulations apply.

When returning the apartment, you must act in accordance with the following procedure:

1. The tenant and a representative of Electra Campus Ltd (hereinafter: "**the representative**") shall meet in and inspect the condition of the apartment (including its structure, doors, windows, fixtures, etc.), and its water, sewage and electrical systems.
2. After completing the inspection as aforesaid, the representative shall confirm in writing, by his signature on the form attached herewith marked Appendix A, that he has inspected the apartment, its contents and the water, sewage and electrical systems and found them to be intact.
3. The tenant shall remove all his personal equipment and furniture from the apartment, and hand over to the representative all the rented items, including the keys, the remote control, the convertor, etc.
4. The representative shall hand over to the tenant a copy of the aforementioned form, signed by him, and the tenant shall hand over the keys to the apartment to the representative.

Appendix to returning of apartment protocol

*****Note: This appendix is for illustration purposes only and does not require signing*****

To:

[Name of the tenant]

I hereby confirm that on _____ I received possession of apartment number _____ in building _____, and that after I inspected the condition of the apartment (including its structure, doors, windows, fixtures, etc.), and its contents, including:

- Bed + mattress
- Clothes closet
- Writing desk + kitchen table
- Office chair + kitchen chairs
- Book case
- Refrigerator
- Stove top
- Electric kettle
- Microwave oven
- Television set
- Air conditioning unit
- Sabbath hot plate
- Keys
- Other: _____

and that I inspected the water, sewage and electrical systems in the apartment and found all of the aforementioned to be intact.

I also took the following readings of the apartment's electric and water meters for the purpose of preparing a final account for water and electricity consumption, from the date of the tenant's last payment until the date of signing this protocol:

The water meter reading stood at: _____

The electric meter reading stood at: _____

Date	Name of representative	Signature
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I agree with the foregoing and confirm that I shall make no claim and/or demand against Bar-Ilan University, Electra Campus Ltd and/or any of their representatives in connection with the aforementioned apartment and the authorization that was given to me in connection with the aforementioned apartment.

Date	Name of tenant	Signature
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Appendix D

Explanation form for Electra Campus tenants regarding payment of the deposit money

Dear Tenant,

Further to the Dormitories Department's notice accepting you for a place in the student dormitories at the Bar-Ilan University Electra Campus, you are requested to pay a deposit to guarantee your obligations under the letter of undertaking for the academic year 5784.

The deposit shall be returned at the end of the authorization period in accordance with the provisions of the letter of undertaking.

Amount of the deposit:

The amount of the deposit for the academic year 2023-2024 is as follows:

For a monthly authorization fee of up to 1,600 NIS a deposit in the sum of 1,500 NIS; and for a monthly authorization fee of 1,600 NIS or more - a deposit in the sum of 2,000 NIS;

You are requested bring with you the printed payment confirmation + reference no. for the deposit monies on the registration date.

The deposit monies should be paid into/transferred to the following account:

Bank: Bank Leumi le-Israel Ltd
Branch: Central 800
Account number: 51948946
Name of
Payee: Electra Campus Tiful Ltd (which is the concessionaire's operating and
maintenance contractor in the project)

Please note! The full name of the student + I.D. number (of the entitlement holder) must be stated on the deposit form!

Return of the deposit to the tenant:

We have noted your instruction that the deposit monies are to be returned to you in accordance with the provisions of the letter of authorization by wiring them by bank transfer to the account from which the bills will be paid and its details are listed below [to be completed by the tenant]:

Bank:

Branch:

Account number:

Name of payee:

Yours faithfully,
Electra Campus Ltd

