

ID Card Agreement

**entered into as a loan-for-use agreement under Section 2193 et seq. of Act No. 89/2012 Sb.,
the Civil Code, as amended** (hereinafter the "Civil Code")

Palacký University in Olomouc, having its registered office at Křížkovského 8, Olomouc, Czech Republic Postcode: CZ-779 00, ID No. 61989592, Tax identification number: CZ61989592, bank details: KB, a. s., Olomouc branch, account number: 19-1096330227/0100 (hereinafter the "University") represented by doc. JUDr. Michael Kohajda, Ph.D., Rector of UP, and

I. Purpose of Agreement

1. The University is an owner of a contactless plastic chip identification card (hereinafter the "ID Card"). The University provides the ID Card on loan to the Cardholder to establish his or her identity and to use the services linked to the ID Card (e.g. UP Library services, accommodation and meals) as part of a uniform identification system (hereinafter the "System") in place at the University. The Cardholder participates in a lifelong learning programme at Palacký University Olomouc.
2. With regard to the services provided by the UP Library (hereinafter referred to as the "Library"), the University agrees to provide the Cardholder with documents via the electronic lending service under the conditions stipulated by the UP Library Rules. The Cardholder grants consent to an electronic library off-site loan system and declares that he or she considers the records of the electronic lending system to be binding, and agrees to be liable for any losses and responsible for other details recorded in the records. To discharge the liability under the preceding sentence, the Cardholder must show there is an error in the records. The Cardholder hereby agrees to, before using the services of the Library, become acquainted with the UP Library Rules as well as the rules of individual faculty libraries, and to comply with the rules and ensuing obligations, which include, but are not limited to, protecting the library documents on loan against damage, destruction or loss, complying with the loan periods; if library documents are damaged, destroyed or lost, or periods of loan for library documents are not complied with, the Cardholder agrees to pay any related penalties, including, but not limited to, the contractual penalty and fees; the amounts and methods of payment are defined by UP Library Rules. The Cardholder further agrees to use any copies of library documents in accordance with the existing legislation and UP license for education and study purposes provided to UP by the respective providers of electronic information sources, only for his or her own use and non-commercial purposes, and shall also comply with the ethical rules for bibliographic reference as defined by the applicable laws and the Czech National Standard.
3. The ID is provided to the Cardholder free of charge, subject to payment of a security deposit in the amount of CZK 200. The deposit will be used to partially cover any damage incurred by the University as a result of the loss, theft, destruction, or damage of the ID Card, or by the Cardholder's failure to return it. The security deposit will be refunded to the Cardholder once the ID Card has been duly returned. The ID Card is deemed to be duly returned if it is returned in a usable condition accounting for ordinary wear and tear consistent with standard use.
4. The Cardholder shall pay the security deposit before signing this Agreement either at the cash office of UP, via postal order or bank transfer to the bank account of UP, the number of which was communicated to the Cardholder after he or she has been admitted to studies in the lifelong learning programme. Upon signing this Agreement, the Cardholder shall produce the respective proof of payment.

II. Term of Agreement

1. The Cardholder is provided with the ID Card under the preceding article by the University under the terms stipulated below for a fixed term, i.e. for the period coterminous with his or her participation in a lifelong learning programme at Palacký University Olomouc. The loan period expires upon the termination of the Cardholder's participation in a lifelong learning programme at Palacký University Olomouc.
2. The ID Card is valid as long as the Cardholder participates in a lifelong learning programme at Palacký University Olomouc.
3. The Cardholder shall return the ID Card within 30 days after the termination of his or her participation in a lifelong learning programme. If he or she fails to do so, the security deposit will not be refunded (Article I(3) hereof). The ID Card must be returned at the ID Card Office of the Computer Centre of UP at Biskupské nám. 1, Olomouc.

III. ID Card Use

1. The University agrees to enter the ID Card in the System within 24 hours after it has been issued, and make sure that it works properly with respect to the services provided.
2. The Cardholder is responsible for the ID Card held on loan; the ID Card may only be used for the purposes defined herein and in the directions for use available on the website of the Computer Centre (<https://cvt.upol.cz/identifikacni-karty-ik/>); the Cardholder shall take due care of the ID Card throughout the entire loan period.

3. The directions for use define the rules for the use and maintenance of the ID Card. The Cardholder represents to have read the directions for use before signing this Agreement.
4. The Cardholder acknowledges that he or she shall not handle the ID Card in any way contrary to the directions for use. In the event that failure to comply with this provision is established, it will constitute intentional damage to and abuse of the System, and accordingly the University may take corresponding legal action.
5. If the ID Card becomes lost, stolen, damaged or unusable during the loan period, the Cardholder shall immediately notify the Computer Centre thereof, either in person or by e-mail. This is without prejudice to the University's right to compensation for damage provided there is evidence of the damage having been caused by the Cardholder.
6. If the ID card becomes unusable during the loan period without any external interference and any apparent or demonstrable fault on part of the Cardholder, the University shall, through the Computer Centre, replace the unusable ID Card with a new one without undue delay; new security deposit need not be paid. In any controversial cases, the University reserves the right to make its own assessment of the unusability; if it is found that the ID Card has become unusable intentionally or by Cardholder's negligence, the ID Card is deemed to be damaged and the security deposit will be forfeited.
7. The University agrees to disable, through the Computer Centre, the ID Card within 24 hours after its loss or theft has been reported by the Cardholder.

IV. Miscellaneous

1. It is hereby expressly agreed that if the ID Card becomes lost or damaged as a result of mishandling or theft, the full amount of the security deposit will be forfeited. This is without prejudice to the University's right to compensation for damage in full.
2. The Cardholder acknowledges that he or she shall pay new security deposit in the amount of CZK 200 for issuing a new ID Card in situations listed in the preceding paragraph.
3. The Cardholder hereby acknowledges to have been informed of the function, purpose and method of using the ID Card on loan.
4. The Cardholder hereby acknowledges to have received the ID Card from the University, through the Computer Centre of UP, in a usable condition.
5. The Cardholder hereby consents to the University using his or her photo to issue the ID Card, or a new or replacement ID Card, as the case may be, and to store the photograph to this effect; the Cardholder understands that the University processes the digital form of the photo and the photo may be used by authorized employees of the University to verify the identity of the Cardholder.
6. The Cardholder understands that the University, as the Controller of personal data, processes the Cardholder's personal data (first name, surname, academic degrees, personal identification number, e-mail addresses, address, photo, data generated by the use of the ID Card by the Cardholder) for the following purposes:
 - issuing the ID Card, keeping a register of the cardholder who hold an ID Card, enforcing any debts and providing services related to the ID Card; i. e. to perform a contract as foreseen by Article 6(1)(b) of Regulation (EU) 2016/679 of the European Parliament and of the Council (hereinafter the "GDPR");
 - administering and recording the Cardholder's access to the premises or facilities owed or administered by the University including, without limitation, access to buildings, classrooms and computer labs; i. e. for a legitimate interest of the University under Article 6(1)(f) of the GDPR.
7. Under Article 12 of the GDPR, the Cardholder must be provided by the University with information defined by Article 13 of the GDPR as well as any information about the processing of Cardholder's personal data under Article 15, 22 and 34 of the GDPR. See Privacy Notice available at <https://cvt.upol.cz/identifikacni-karty-ik/>.

V. Final Provisions

1. Any relations not expressly governed by this Agreement will be governed by Czech laws and regulations including, without limitation, the Civil Code as well as university policies including the Palacký University ID Cards Policy.
2. This Agreement has been drawn up in 2 copies, each having equal force and effect.
3. This Agreement will come into effect on the date of its signing by both Parties.
4. The Parties declare that they have read this Agreement before they have signed it, and attach their signatures hereto as an expression of their free will.

In Olomouc on

In Olomouc on

doc. JUDr. Michael Kohajda, Ph.D.
Rector of UP
On behalf of the University

Cardholder