

CONTRACT to borrow an Identification card

Concluded between the following contracting parties according to Section 2193 et seq. of Act No. 89/2012 Coll., the Civil code, as subsequently amended

1. Palacký University Olomouc with its registered office at Křížkovského 8, Postcode: CZ-771 47, Olomouc, Czech Republic, ID No.: 61989592, VAT No.: CZ61989592, banking connection KB Inc., Olomouc branch, account no.: 19-1096330227/0100 (hereinafter referred to as the „Lender“), represented by prof. Mgr. Jaroslav Miller, M.A., Ph.D., Rector of UP on one hand,

And

I. Purpose of the Contract

1. The Lender has the right of ownership and disposal to the plastic contactless identification with a chip (hereinafter referred to as “ID card”). This ID card is provided with the Borrower’s personification data and Palacký University Olomouc logo. The Lender lets the ID card to the Borrower to use the ID card for purposes such as personal identification, use of services connected to the ID card (e.g. services of Library of UP, meal allowance, etc.) as a part of implementation of single identification system (hereinafter “SIS”) within Lender’s premises.

2. The Borrower are persons in employment relationship to the Lender (hereinafter “employee”) or other persons (i.e. emeritus professors).

3. The Borrower shall pay for the first license if they choose an ITIC (International Teacher Identification Card; hereinafter ITIC) ID card.

4. The Lender, with regard to the services provided by the Library UP (hereinafter “UPL”), agrees to provide the Borrower documents in form of electronic lending service, under conditions of UP Library Rules and the operating rules of UPL. The Borrower agrees with the non-identity paper way of absent borrowing of library documents and states that they consider it binding and that they are responsible for all losses and other information recorded in this evidence. The Borrower can relieve themselves of any responsibility only if they find an error in the aforementioned electronic system. The Borrower agrees by signing of this contract that they will become acquainted with the UP Library Rules and rules of each branch of UPL, that they will observe these rules before using the services of UPL, especially that they will protect borrowed library documents from any damage, destruction or loss, that they will observe the borrowing period of borrowed library documents and that they will bear penalties involved in case of damage, destruction or loss of library documents or in case of not observing the borrowing period, particularly payment of contract fine in amount and in way described in UP Library Rules. Furthermore, the Borrower agrees by signing of this contract that copies of library documents and documents available using electronic information resources (hereinafter “EIR”) will be used for educational and study purposes for their personal use and for non-commercial use in accordance with the effective legislation and with license provided to UP by providers of EIR, and that they will observe the ethical code for bibliographical references according to corresponding legislation and ČSN (i.e. Czech technical standards).

5. The employee expressly agrees that the food allowance is paid in the form of deductions from their wage for a given calendar month in amount indicated in the catering system. The employee and the Lender consistently declare that data reported by the catering system are considered binding. The employee and the Lender confirm the agreement on wage deductions with their signatures and declare that the provisions of this paragraph are considered to be a valid agreement on wage deductions in accordance with the provisions of § 2045 of Act No. 89/2012 Coll., The Civil Code, as amended.

II. Borrowing period

1. The Borrower can use the borrowed ID card, which defined in preceding Article I of this Contract, under the following conditions for a fixed period, i.e. for a period of their employment relationship or other relationship with the Lender. The ITIC card is valid for maximum of 9 years since its issuance, if its validity is prolonged via revalidation stamps. If the Borrower does not prolong the ITIC validity, the card remains valid only as an identification card of the person in an employment relationship or other relationship to the Lender. The end of the borrowing period is the date of the end of the of a fixed-term employment, end by agreement, dismissal, in probationary period or the date of validity of decision to end the employment immediately, or the date of the end of another relationship between the Borrower and the Lender. The Borrower is required to return the ID card within three days after the end of the employment or another relationship.

III. Use of the identification card

1. The Lender is obliged to register the ID card to SIS within 24 hours after the issuance of the card, and to secure its functionality with respect to the provided services.
2. The Borrower is responsible for the borrowed ID card, which they are authorized to use only for the purposes defined by this contract according to user manual attached to this contract. Further, the borrower shall take due care of the ID card throughout the entire borrowing period.
3. Means of use and maintenance of the ID card are stated in the attached manual, attachment 1. The Borrower must become acquainted with the manual and they must use the ID card accordingly.
4. Furthermore, the Borrower must use the ID card according to the manual and shall not use the ID card in any other way than stated in the manual. If such misuse is proven, it shall be considered an intentional damage and abuse of the Lender's SIS, who is entitled to draw further legal consequences.
5. In the event of loss, theft, damage or loss of functionality during the borrowing period of the ID card, the Borrower is required to report such information immediately to the CC UP in person or via e-mail. This does not limit the Lender's right for compensation of any damages in which are proved to be caused by the Borrower.
6. If the ID card ceases to function spontaneously, without any apparent or demonstrable fault made by the Borrower, the Lender will replace the malfunctioned ID card via CC UP immediately without any additional deposit fee.
7. The original licence of the ITIC remains valid if the card is damaged or destroyed without need to pay for a new license/validation stamp. However, the original license ceases its validity if the ITIC card is lost or stolen and it is required to repay the price for the initial license/validation stamp in order to receive a new ITIC.
8. The Lender undertakes via CC UP that the ID card will lose its functionality at latest 24 hours after Borrower's first report of its loss or theft.

IV. Other provisions

1. The Borrower certifies by signing of this contract that they were given information on function, purpose and means of use of the borrowed ID card.
2. The Borrower certifies that they have received a fully functional ID card from the Lender via CC UP.
3. The Borrower provides the Lender with a consent that their photography may be used to produce the ID card, possible production of a new or replacement ID card, and keeping it for these reasons by signing of this contract. Furthermore, the Borrower also takes note that the photography is processed in electronic format in order to be used to inspect and verify identity of the Borrower by authorized employees of the Lender.
4. The Borrower takes note that the Lender as a controller processes their personal information (name, surname, degrees, birth code, e-mail address, residence, photography and data created by the use of the ID card by the Borrower) for purpose of
 - issuing of the ID card, administration of records of ID cards borrowers, recovery of receivables and

providing of services associated with the ID card – i.e. for purposes of this contract in accordance with the Article 6 (1) (b) Regulation of the European Parliament and of the Council (EU) 2016/679 (hereinafter “GDPR”);

- administration and record of borrower’s access to premises or devices owned or administrated by the Lender, especially access to buildings, lecture rooms and computer study rooms, therefore, for purposes of realization of the Lender’s legitimate interest in accordance with the Article 6 (1) (f) GDPR.

5. The Borrower, can use services provided by GTS ALIVE Inc., ID No: 26193272 (hereinafter “GTS”) and their contract partners in a simplified manner in case of the ITIC card. A controller of personal data (hereinafter “PD”) is the company GTS in order of production and administration of the ITIC ID card. The extent of processed PD for issuance and use of the ID card (ITIC) is name, surname, date of birth, ID card validity from/to, serial number of the card, card status, card UID number (chip). The controller is authorized to enter into a contract regarding further processing of PD with another processor – among other companies, the Orchitech Solutions Inc., ID No.: 28246764. The period for processing of PD is 9 years from the date of issuance of the ID card (ITIC) and it is necessary to follow the rules of use mentioned at <http://www.isic.cz> during this period.

6. The Borrower has right according with Article 12 of GDPR to receive all information mentioned in Article 12 of GDPR from the Lender and that the Lender made all the communications regarding processing of the Borrower’s personal data in accordance with Articles 15 to 22 and 34 GDPR. These information are available to the Borrower at <https://cvt.upol.cz/en/identificationcards/> in document Information on processing of personal data.

V. Final provisions

1. Legal relationships not governed by this Contact are governed by the relevant provisions of Act No. 89/2012 Coll., The Civil Code, as amended.
2. This contract is written in three originals of which the Lender receives one copy and the borrower receives two copies.
3. This contract becomes effective on the date of its signature by both Contracting parties.
4. Both contracting parties declare that they have read this agreement before signing it and sign it as a proof of free will.

In Olomouc on

In Olomouc on

prof. Mgr. Jaroslav Miller, M.A., Ph.D., rector of UP

borrower

on behalf of the lender