

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”). 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. The Borrower is a participant in a lifelong education program at Palacký University Olomouc.

2. 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).

3. The ID card borrowing is conditioned upon paying the deposit fee of 200 CZK. The deposit is intended to cover damages caused to the Lender in case of loss, theft, damage or destruction of the ID card, or its malfunction or proper non-return. The deposit will be returned to the Borrower upon a proper return of the ID card. The proper return means that ID card is returned fully functional in condition corresponding to regular wear and tear of the card.

4. The deposit shall be paid before the signing of this contract at the cash office of UP, via postal order or by bank transfer to the bank account of UP, the number of which the Borrower received upon the admission to the lifelong education program. The Borrower shall provide a proof of payment of the deposit when signing this Contract.

II. Borrowing period

1. The Borrower borrows the ID card defined in preceding article from the Lender under the following conditions for a fixed period, i.e. for a period of their studies in a lifelong education program at Palacký University Olomouc. The end of the borrowing period is the end of the studies in the lifelong education program at the Palacký University Olomouc.

2. The ID card is valid throughout the whole period of lifelong education study program at Palacký University Olomouc.

3. The Borrower is obliged to return the ID card to the Lender within 30 days from the date of the end of studies. If they do not do so, the deposit shall not be returned (see Article I, paragraph 3 of this Contract). The card shall be returned to the ID card offices of Computer Centre of Palacký University (hereinafter "CC UP"), Biskupské nám. 1, Olomouc.

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, attachment 1. 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. The Borrower must become acquainted with the manual.

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. The Lender reserves the right to carry out their own technical examination assessing the cause of the malfunction of the ID card. If the Lender arrives at the conclusion that the malfunction was caused intentionally or negligently by the Borrower, then the ID card is deemed as destroyed and the deposit fee is forfeited to the Lender's bank account.

7. 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. It is hereby expressly agreed that the full deposit fee is forfeited to the Lender's bank account in case of loss or damage of the ID card as a result of mishandling or theft of the ID card. This does not restrict Lender's right to full compensation of the damages.
2. The Borrower acknowledges that they shall pay another 200 CZK deposit fee for issuance of a new ID card for reasons stated in the preceding paragraph.
3. 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.
4. The Borrower certifies that they have received a fully functional ID card from the Lender via CC UP.
5. 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.
6. 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.
7. 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 provision

1. Legal relationships not governed by this Contract are governed by the relevant provisions of Act No. 89/2012 Coll., The Civil Code, as amended.
2. This contract is written in two originals of which the Lender receives one copy and the borrower receives one copy.
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
on behalf of the lender

borrower