

CONTRACT to borrow an Identification card

Concluded between the following contracting parties according to Section 2193 et seq. of Act No. 80/2012

Coll., the Civil code, as subsequently amended (hereinafter referred to as „the Civil code“),

Contracting parties:

Palacký University Olomouc with its registered office at Křížkovského 8, Postcode: CZ-771 47, Olomouc, Czech Republic, ID No.: 61989592, VAT No.: CZ61989592, (hereinafter referred to as the “Lender“), represented by prof. Mgr. Jaroslav Miller, M.A., Ph.D., Rector of UP,

and

I. Basic provisions, duration of 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 ID card is equipped by personal information of the Borrower, the logo of the Lender, thus becoming a student identification card as defined by Act No. 111/1998 Coll., on higher education institutions and on the amendments and supplements to some other acts (the Higher Education Act), as subsequently amended (hereinafter as “the Higher Education Act”).
2. The Lender lends the ID card to Borrower under conditions negotiated further to free of charge usage for a fixed period, i.e. throughout the period of their studies at the Lender. The end of studies of Borrower at the Lender is considered the end of the borrowing period.
3. The borrower is authorized 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, Accommodation and dining of UP, etc.) as a part of implementation of single identification system (hereinafter “SIS”) within Lender’s premises.
4. The ID card borrowing is conditioned upon paying the deposit fee of 200 CZK, which will be returned to the Borrower upon proper return of the ID card. The deposit is intended to cover damages caused to the Lender according to article III. of this contract. The deposit shall be paid before the signing of this contract. Furthermore, the borrower shall pay an additional fee in case of ID card combined with International Student Identification Card (hereinafter “ISIC”) for the first ISIC license. The ID card is valid throughout the whole period of studies at Palacký University Olomouc; ISIC card validity is limited to maximum of 9 year since its issuance.
5. The Borrower is obliged to return the ID card to the Lender within 30 days from the date of the end of studies, whereby proper returning means that ID card is returned fully functional in condition corresponding to regular wear and tear of the card. The card shall be returned to the ID card offices of Computer Centre of Palacký University (hereinafter “CC UP”), Biskupské nám. 1, Olomouc. The borrower is not authorized to return the ID card before the end of their studies.
6. The ID card can be returned via mail only in exceptional and justified cases, the deposit will be returned to the Borrower’s bank account. Each case is considered by CC UP.

II. 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. The Borrower must become acquainted with the manual. 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.
4. The Borrower is obliged to immediately inform CC UP in person or via e-mail in case the ID card would be lost, stolen, damaged, destroyed or if it would lose its functionality. The Lender is obliged to block the functionality within 24 hours since the report of any of aforementioned issues.
5. 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 and Article III., paragraph 1 and 2 will not be used. 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 by the Borrower, Article III., paragraph 1 and 2 will be used.

III. Special provisions

1. Contracting parties have agreed that the flat rate of damage that might occur to the Lender in case of loss, theft, damage or destruction of the ID card, or its malfunction or proper non-return of the ID card is equal to price of 200 CZK.
2. The Lender is entitled to unilaterally deduct the deposit fee to cover the damages incurred to the Lender under the preceding paragraph. The Borrower then must repay the deposit in order to receive a new replacement ID card.
3. If the ID card was lost or stolen, the Lender will issue a new card to the Borrower immediately, while the original license for the ISIC expires and the Borrower must pay the fee for a new ISIC license/validation stamp.
4. If the ID card was destroyed or damaged or if it is malfunctioned, the Lender will issue a new card to the Borrower

immediately. The original ISIC license remains valid without the need to repay the license / validation stamp.

5. If the Borrower wants to change any personal information printed on the ID card, then the Lender will issue a new card with updated information to the Borrower after paying the administrative fee of 150 CZK.

IV. Other provisions

1. 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 each branch 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).
2. 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.
3. 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");
 - fulfilling the legal duty of the Lender according to Section 57 (1) (a) of the Higher Education Act (issuance of the student ID card), in order to comply with the legal obligation in accordance with the Article 6 (1) (c) 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.
4. The Borrower, in case of the ISIC card, which has a ID card status towards the Lender, can use services provided by GTS ALIVE Inc., ID No: 26193272 (hereinafter "GTS") and their contract partners in a simplified manner. A controller of personal data (hereinafter "PD") is the company GTS in order of production and administration of the ISIC ID cards. The extent of processed PD for issuance and use of the ID card (ISIC) is name, surname, date of birth, ID card validity from/to, serial number of the card, card status, card UID number (chip), student status, name of the university and type of studies. 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 (ISIC) and it is necessary to follow the rules of use mentioned at <http://www.isic.cz> during this period.
5. 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. The Borrower certifies by signing of this contract that they received ID card from the Lender.
2. Legal relationships expressly unadjusted by this contract are following the Czech legal order, especially the Civic Code, internal regulations and internal standards of the lender (primarily norm *Identifikační karty Univerzity Palackého v Olomouci*).
3. This contract is written in two originals of which the Lender receives one copy and the borrower receives one copy.
4. This contract becomes effective on the date of its signature by both Contracting parties.

In Olomouc on

In Olomouc on