

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”)

Parties

Palacký University Olomouc, with its registered office at Křížkovského 8, Olomouc, Czech Republic, Postcode: CZ-771 47, ID No.: 61989592, Tax ID No.: CZ61989592, (hereinafter the “University”), represented by Prof. MUDr. Martin Procházka, Ph.D., Rector of UP
and

I. Fundamental Provisions and Term of Agreement

1. The University is an owner of a contactless plastic chip identification card (hereinafter the “ID Card”). The ID shows personal details of the Student and the logo of the University, and thus qualifies as a student identity card as defined by Act No. 111/1998 Sb., on higher education institutions (the Higher Education Act), as amended (hereinafter the “Act”).
2. The Student is provided – free of charge – by the University with the ID Card on loan to be used by the Student as long as he or she studies at the University. The loan period expires upon the termination of the Student’s studies at the University.
3. The Student may use the ID Card to establish his or her identity and to use the services linked to the ID Card (UP Library services, canteen meals etc.) as part of a uniform identification system (hereinafter the “System”) in place at the University.
4. The Student shall pay a security deposit of CZK 200, which will be refunded if the ID Card is duly returned. The security deposit will be used to cover any damage incurred by the University in accordance with Article III hereof. The Student shall pay the security deposit before the execution hereof. If the ID card also incorporates the ISIC (International Student Identification Card - hereinafter the “ISIC” card) license, the Student shall also pay the initial license fee. The ID Card is valid as long as the Student studies at the University; the maximum validity of the ISIC card is 9 years of the date of issue.
5. The Student agrees to return the ID Card to the University within 30 days of the termination of studies at the ID Card Office of the Computer Centre of UP (Biskupské nám. 1, Olomouc); the ID card is deemed to be duly returned if it is returned in a usable condition with ordinary wear and tear accounting for the standard use of the ID Card during the loan period. The Student may not return the ID Card before the termination of studies.
6. In exceptional and justified cases, the ID Card may be returned to the Computer Centre by mail and the security deposit may be refunded by wire transfer to the Student’s bank account. The Computer Centre will decide whether the case is justified.

II. 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 Student is liable for the ID Card held on loan; the ID Card may only be used for the purposes defined herein and in the User Instructions attached hereto; the Student shall take due care of the ID Card throughout the entire loan period.
3. The User Instructions define the rules for the use and maintenance of the ID Card. The Student shall acquaint himself or herself with the User Instructions and use the ID Card accordingly; the Student shall not handle the ID Card in any way contrary to the User Instructions.
4. If the ID Card becomes lost, stolen, damaged or unusable during the loan period, the Student shall immediately notify the Computer Centre thereof, either in person or by e-mail. The University agrees to disable the ID Card within 24 hours.
5. If the ID card becomes unusable spontaneously during the loan period, without any apparent or demonstrable fault on part of the Student, the University shall, through the Computer Centre, replace the unusable ID Card with a new one without undue delay; Article III(1) and (2) hereof will not apply. 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 due to the Student’s fault, Article III(1) and (2) hereof will apply.

III. Special Provisions

1. The Parties have agreed that the liquidated damages suffered by the University as a result of loss, theft, destruction or damage of the ID Card, its unusability or failure to return it duly, equal CZK 200.
2. The University may set off the security deposit against the liquidated damages under Paragraph 1. A new/replacement ID Card will only be issued subject to payment of a new security deposit.
3. If the ID Card is lost or stolen, the University will issue a new ID Card to the Student without undue delay; the license of the ISIC card forfeits and a new ISIC card will only be issued subject to the payment of a new license fee.
4. If the ID Card becomes damaged, destroyed or unusable, the University will issue a replacement ID Card to the Student

without undue delay. The ISIC license remains valid without a need for a new license.

5. If the Students requests a change of any of the details on the ID Card, the University will issue a modified card to the Student; a charge of CZK 150 applies.

IV. Miscellaneous

1. With regard to the services provided by the UP Library (hereinafter referred to as the "Library"), the University agrees to provide the Student, by means of the ID Card, with documents via the electronic lending service under the conditions stipulated by the UP Library Rules and the rules of faculty libraries. The Student 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 Student must show there is an error in the records. The Student hereby agrees to become acquainted with the UP Library Rules as well as the rules of individual faculty libraries before using the services of the Library, 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 Student 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 Student further agrees to use any copies of library documents and documents available in the electronic databases 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 references as defined by the applicable laws and the Czech National Standard.
2. The Student 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 photo to this effect; the Student 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 Student.
3. The Student understands that the University, as the Controller of personal data, processes the Student'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 Student) for the following purposes:
 - issuing the ID Card, keeping a register of the students 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");
 - complying with a statutory duty owed by the University under Section 57(1)(a) of the Act (issuing a student identification card); i.e. to comply with a statutory duty under Article 6(1)(c) of the GDPR;
 - administering and recording the Student's access to the premises owned or administered by the University including, without limitation, access to IT labs; i.e. for a legitimate interest of the University under Article 6(1)(f) of the GDPR.
4. If an ISIC Card, which qualifies as an ID Card for the University, is issued to the Student, the Student may take advantage of a simplified way of using the services offered by GTS ALIVE s.r.o., ID No.: 26193272, and its partners. In terms of issuing the ISIC card and administering the rights attached to it, GTS acts as the Controller of personal data and the University acts as the Processor; the personal data processed for the purpose of issuing and using the ID Card (an ISIC plastic card, a digital card and a user account) include the first name, surname, date of birth, Student's photo and e-mail, expiration, card series number, type, form and status of card, type and number of the RFID chip, university name, student status, form of study, graduate status, and, optionally, the sex and preferred language of communication. The personal data will be processed for 9 years after the ID Card (ISIC) has been issued; throughout the period, the rules defined by Card User Instructions available in the Documents section at <http://www.isic.cz> must be complied with. The Student acknowledges the Personal Data processing rules defined by the Privacy Policy available in the Documents section at <http://www.isic.cz>.
5. Under Article 12 of the GDPR, the Student must be provided by the University with information defined by Article 13 of the GDPR as well as any information about the processing of Student'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. The Student hereby acknowledges the receipt of the ID Card from the University.
2. 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.
3. This Agreement has been drawn up in 2 copies, each having equal force and effect; each Party will receive 1 copy.
4. This Agreement will come into effect on the date of its signing by both Parties.

In Olomouc on

In Olomouc on