

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

Palacký University Olomouc, with its registered office at Křížkovského 8, Olomouc, Czech Republic, Postcode: CZ-771 47, ID No.: 61989592, Tax ID No.: CZ61989592, bank details: KB, a.s., Olomouc branch, account number: 19-1096330227/0100 (hereinafter the "University") represented by Prof. MUDr. Martin Procházka, Ph.D., Rector of UP

I. Purpose of Agreement

1. The University is an owner of a contactless plastic chip identification card (hereinafter the "ID Card"). The ID card shows the Cardholder's details and the logo of Palacký University Olomouc. 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 (UP Library services, canteen meals, CEVIS access system etc.) as part of a uniform identification system (hereinafter the "System") in place at the University.
2. The Cardholders include employees of the University (hereinafter the "Employee") as well as other persons (e.g. professors emeriti).
3. If the Cardholder opts for the ITIC Card (International Teacher Identification Card, hereinafter the "ITIC"), the Cardholder shall also pay the initial ITIC license fee.
4. 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 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 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 references as defined by the applicable laws and the Czech National Standard.
5. The Employee grants an express consent to being charged for meal allowances by way of pay deductions from the Employee's salary for the respective month; the deducted amount will correspond to the amount registered in the canteen system. Both the University and the Employee represent that they consider the data recorded in the canteen system to be binding. The Employee and the University hereby acknowledge their consent to the pay deductions and represent that they consider the provisions of this paragraph to constitute an effective and valid agreement on pay deductions entered into pursuant to Section 2045 of Act No. 89/2012 Sb, the Civil Code, as amended.

II. Term of Agreement

1. The Cardholder may use the ID Card on loan specified in Article I hereof under the below terms for a fixed term; i.e. as long the Cardholder is employed by the University or another relevant relation between the University and the Cardholder exists. The maximum validity of the ITIC card equals 9 years provided that its validity is renewed by means of validation stamps; unless the Cardholder renews the validity of the ITIC card, the ID Card will only be valid as an identification card of the the Cardholder. The term of Agreement expires upon the expiration of the term of employment, as well as upon termination of employment by agreement, notice, or in the probation period, or on the effective date of dismissal, or on the date when the respective relationship between the Cardholder and the University terminates. The Cardholder shall return the ID Card within 3 days of the termination of employment or the respective relationship.

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.
The Cardholder 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 Cardholder shall take due care of the ID Card throughout the entire loan period.
3. The User Instructions incorporated herein as Annex No. 1 define the rules for the use and maintenance of the ID Card. The Cardholder shall acquaint himself or herself with the User Instructions and use the ID Card accordingly.
4. The Cardholder acknowledges that he or she shall not handle the ID Card in any way contrary to the User Instructions. 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 prevent the Cardholder from further use of the ID Card and take corresponding legal action.
5. If the ID Card becomes lost, stolen, damages 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.
7. If the ITIC Card is damaged or destroyed, the ITIC license remains valid without a need to pay for a new license stamp. If the ITIC Card is lost or stolen, the license of the ITIC card forfeits and a new ITIC card will only be issued subject to the payment of the initial license fee/validation stamp.
8. 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. The Cardholder hereby acknowledges to have been informed of the function, purpose and method of using the ID Card on loan.
2. The Cardholder hereby acknowledges to have received the ID Card from the University, through the Computer Centre of UP, in a usable condition.
3. 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 photo 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.
4. 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 ID Cardholders, 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 owned or administered by the University including, without limitation, access to buildings and classrooms; i.e. for a legitimate interest of the University under Article 6(1)(f) of the GDPR.
5. If an ITIC Card is issued to the Cardholder, the Cardholder 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 ITIC 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 ITIC plastic card, a digital card and a user account) include the first name, surname, date of birth, Cardholder's photo and e-mail, expiration, card series number, type, form and status of card, type and number of the RFID chip, university name, and, optionally, the sex and preferred language of communication. The personal data will be processed for 9 years after the ID Card (ITIC) has been issued; during the period, the rules defined by Card User Instructions available in the Documents section at <http://www.isic.cz> must be complied with. The Cardholder acknowledges the Personal Data processing rules defined by the Privacy Policy available in the Documents section at <http://www.isic.cz>.
6. 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. Legal relations not expressly regulated by this Agreement will be governed by the applicable provisions of Act No. 89/2012 Sb., the Civil Code, as amended.
3. This Agreement has been drawn up in 3 copies, each having equal force and effect. The University will receive 2 copies and the Cardholder will receive one copy.
4. This Agreement will come into effect on the date of its signing by both Parties.
5. 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

 Prof. MUDr. Martin Procházka, Ph.D., Rector
 On behalf of the University

 Cardholder