

CONTRACT to Borrow an Identification Card
entered into pursuant to Section 2193 et seq. of Act No. 89/2012 Sb.,
the Civil Code, as amended

1. **Palacký University in Olomouc**, having its registered office at Křížkovského 8, Olomouc, Czech Republic Postcode: CZ-771 47, IČ: 61989592, VAT No.: CZ61989592, bank details: KB, a.s., Olomouc branch, account number: 19-1096330227/0100, (hereinafter referred to as the “Lender”), represented by prof. Mgr. Jaroslav Miller, M.A., Ph.D., Rector of UP, on the one hand, and

I. Purpose of the Contract

1. The Lender has the right of ownership to and disposition of a plastic contactless identification card with chip (hereinafter referred to as the “Identification Card” or “ID”). The ID shall bear the personal details of the Borrower and the logo of Palacký University in Olomouc. The Lender lends the ID to the Borrower to enable the latter to prove his or her identity and to use services provided through the ID card (UP Library, canteen meals, CEVIS system etc.) as part of a uniform identification system applicable at the constituent parts and on the premises of the Lender.
2. Borrowers shall be persons employed by the Lender (hereinafter referred to as “Employees”) as well as other persons (e. g. professors emeriti).
3. With regard to the services provided by the UP Library (hereinafter referred to as “UPL”), the Lender agrees to provide the Borrower with documents via the electronic lending service under the conditions stipulated by the UP Library Rules and the Operating Rules of the Central Library of UP. The Borrower agrees with an electronic library off-site loan system and declares that he or she considers the register of the electronic lending system to be binding and that he or she shall be responsible for any and all losses as well as other details recorded in the system. The only way for the Borrower to relieve himself or herself of such a responsibility is to prove a mistake in the said electronic system. By signing hereof the Borrower agrees that before using the services of the UP Library he or she will become acquainted with the UP Library Rules as well as the operational rules of individual parts of the Library, and when using the services he or she will comply with the said codes and rules and ensuing obligations, which include, but are not limited to, protecting borrowed library documents against damage, destruction or loss, meeting the periods of loan of borrowed documents, and if library documents are damaged, destroyed or lost, or periods of loan for library documents are not met, bear related penalties, including, but not limited to, the payment of contractual penalties and fees in the amounts and in ways defined by the UP Library Rules. By signing hereof the Borrower further agrees to use any copies of library documents in accordance with the existing legal regulations 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 reference as defined by the respective laws and the Czech National Standard.
4. The Employee expressly agrees that meal allowances be paid through pay deductions from his or her salary for the respective month and in the amount registered in the canteen system. The Employee and the Lender concurrently represent and warrant that they consider the data registered in the canteen system to be binding. The Employee and the Lender attach their signatures to confirm their consent with the pay deductions and represent and warrant they consider the provisions of the present paragraph to be 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. Borrowing Period

1. The ID subject to the borrowing as defined by Article I of the present Contract may be used by the Borrower under the conditions stipulated below, and for a limited period of time, i.e. for the period of employment or during the duration of another relationship to the Lender. The end of the Borrowing Period shall mean the date on which the employment is terminated, after the period for which it was entered into, by agreement, notice, or in the probation period, or the date of legal effect of the decision on the immediate termination of employment, or the date on which another relationship to the

Lender terminates. The Borrower shall return the ID within 3 days of the termination of employment or another relationship.

III. Using the Identification Card

1. The Lender shall register the ID in the uniform identification system not later than 24 hours after the ID has been issued, and secure that it functions properly with respect to the services provided.
2. The Borrower shall be responsible for the borrowed ID, which he or she may use only for the purposes defined by the present Contract in the enclosed User Instructions, and shall take due care of the ID throughout the entire period of its use.
3. The way the ID shall be used and taken care of is defined in the User Instructions which are enclosed as Annex No. 1 to the present Contract. The Borrower shall acquaint himself or herself with the User Instructions and use the ID accordingly.
4. The Borrower acknowledges that he or she may not do any operations other than those stated in the User Instructions. In the event that failure to comply with this provision is proven, this shall be deemed to be intentional damage and abuse of the uniform identification system, and the Lender shall be entitled to prevent the Borrower from further use of the ID in the system and draw further legal consequences.
5. Should the ID get lost, stolen or damaged or cease to function during the Borrowing Period, the Borrower shall immediately notify the Computer Centre of UP thereof, either in person or by e-mail. This shall be without prejudice to the Lender's right to compensation for damage demonstrably caused by the Borrower.
6. Should the ID during the borrowing period cease to function spontaneously, without any apparent or demonstrable fault on part of the Borrower, the Lender shall without undue delay replace the not-functioning Identification Card with a new one, through the Computer Centre of UP.
7. The Lender, through the Computer Centre of UP, agrees, that the functions of an ID card shall be blocked within 24 hours after a loss or a theft of the ID has been reported.

IV. Miscellaneous Provisions

1. By signing hereof the Borrower certifies that he or she has been informed of the function, purpose and use of the borrowed ID.
2. The Borrower hereby certifies that the Lender, through the Computer Centre of UP, gave him the ID today in functioning condition.

V. Final Provisions

1. Legal relations not expressly regulated by the present Contract shall be governed by the applicable provisions of Act No. 89/2012 Sb., the Civil Code, as amended.
2. User Instructions on how to use and take care of the contactless ID card handed over to the Borrower upon signing the present Contract shall constitute an integral part of the present Contract.
3. This Contract is executed in 3 counterparts, each having the legal force of an original, of which the Lender shall receive 2 and the Borrower 1.
4. This Agreement shall become effective on the date of its signing by both Parties.
5. The Contracting Parties hereby declare that they have read the present Contract prior to its signing and attach their signatures hereto as an expression of their free will.

In Olomouc, on

In Olomouc, on

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prof. Mgr. Jaroslav Miller, M.A., Ph.D.
Rector of UP
On behalf of the Lender

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Borrower