Č.j.:zadejte text

Employer: **Palacký University, Olomouc, Křížkovského 8, Olomouc, Czech Republic, CZ-771 47**

**Business Identification No. 61989592**

PU Division: zadejte text

Representative: zadejte text

Employee: zadejte text Date of Birth: DD.MM.RRRR

*[Surname, First Name(s), Title(s)]*

**Information from the Employer on Gathering Personal and Sensitive Data on the Employee**

**and the Employee’s Consent to Gathering Sensitive Data**

As Employer, Palacký University Olomouc (hereinafter, the “Employer”) gathers personal and sensitive data on its employees. In conjunction with Law No. 101/2000 Czech Law Coll. on Personal Data Protection and as amended and in changes in several other laws, (hereinafter, the “Law” or “Law on Personal Data Protection”), the Employer provides the Employee with this Information on the conditions of gathering and using personal and sensitive Employee data (hereinafter, the “Information”), which includes the Employee’s Consent to Gathering Sensitive Data, as stated in Section II.

**I.**

**Information from the Employer**

1. The Employer gathers personal data on its employees in the extent of the data stated in the Employee’a personnel questionnaire and sensitive data in the extent of the data stated in paragraph no. 2 of this section, and only with the express Consent of the Employee.

2. The Employer gathers from the Employee the following sensitive data:

a) on the health status of the Employee, particularly for purposes according to legal stipulations on statutory records and compensation for work injuries,

b) on convictions for an offence which is related to the work performed by the Employee, or to work which a worker seeking employment should carry out with the Employer,

c) on membership in a trade union, if the Employee is a member of a trade union, for the purpose of paying dues to said union and to elaborating a summary of these dues which the Employer will furnish to the trade union, if the Employee furnishes written agreement to the Employer for the payment of said dues from his/her wages.

3. The purpose of gathering personal and sensitive data is the realisation of the rights and obligations connected with a concluding or already concluded legal work relationship. The Employer uses sensitive information solely in the letter of the enacted law to comply with the obligations and rights of the Employer responsible for working in the area of employment law and employment according to special legal regulations for providing sickness, retirement and workman’s compensation insurance according to special legal regulations to providing health services, protecting the public health and health insurance according to special legal regulations for ascertaining and redressing legal claims and in the case of members of trade union, to ascertain union goals. Personal and sensitive data is gathered and used only to the extent necessary to fulfil a stated purpose and is used and retained only for the time period which is necessary to carry out that purpose.

4. Personal and sensitive data is gathered and used by the employees of the Employer’s personnel and payroll departments, both in written and electronic form, and authorised employees at the Employer’s data processing centre process the data in electronic form. Data is accessible only by authorised employees of the Employer, whose authorisation is part of their work classification and according to rules and interior regulations of the Employer, and employees of national bodies and institutions, which are regulated by special legal regulations. The Employer has taken this measure in order that this data not be breached by unauthorised or accidental access.

5. Providing personal and sensitive data in the extent according to paragraphs nos. 1 and 2 of this section by a work applicant or employee is voluntary. In the case of someone refusing to provide data or refusing to provide part of the data, the Employer will not be able to conclude a legal work agreement with the work applicant, which is not the case due to not providing sensitive data according to paragraph 2, letter c) of this section; alternatively the Employee will not be able to claim their rights according to legal regulations or interior rules of the Employer, which arise from concluding a legal work relationship or prior its conclusion.

6. The Employee has the right to access all data regarding his/her person and its correction. If the Employee ascertains or believes that the Employer is using their personal data in conflict with protecting their privacy and personal life or in conflict with the law, particularly if their personal data is inaccurate in respect to the purpose of its use, the Employee can request the Employer (the appropriate personnel and payroll office) for an explanation and ask that the Employer rectify the resulting situation. If the Employee’s request is legitimate, the Employer will remove the erroneous situation without delay. If the result of using the Employee’s personal information causes other than material damages, remedy for damages will be according to special law.

7. All rights and obligations arising from gathering and using personal and sensitive data are controlled by the Law on Personal Data Protection, unless this Law or a special law dictates otherwise.

In Olomouc, date: zadejte datum

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On behalf of the Employer

**II.**

**Employee’s Consent to Gathering and Using Sensitive Data**

The Employee hereby states that s/he has been acquainted with her/his rights and obligations and also with the rights and obligations of the Employer as stated in Section I. of this Information, and freely and consciously expresses by her/his signature agreement to gathering and using sensitive data about them by the Employer, which are stated in Section I., paragraph no. 2 of this Information, and for the period which is necessary for the purpose of its use. This agreement also applies to membership in a trade union according to Section I., paragraph c) of this Information, which is naturally applicable only in the case of membership of the Employee in a trade union and the Employer has the valid written agreement of the Employee to garnish membership dues from her/his wages.

In Olomouc, date: zadejte datum

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