

Contract to Borrow an Identification Card

entered into pursuant to Section 659 et seq. of Act No. 40/1964 Sb., the Civil Code, as amended

1. **Univerzita Palackého v Olomouci (Palacký University—UP)**, having its registered office at Křížkovského 8, Olomouc, Czech Republic Postcode: CZ-771 47, ID No.: 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. RNDr. Miroslav Mašláň, CSc., 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, thus becoming a student identity card (hereinafter referred to as “SIC”) as defined by Act No. 111/1998 Sb., on universities and on the amendment and modification of other acts (the Universities Act), as amended. The Lender lends the ID to the Borrower to enable the latter to prove his or her identity and to use services (UP Library, canteen meals etc.) as part of a uniform identification system applicable at the constituent parts and on the premises of the Lender. The Borrower is a student at UP.
2. With regard to the services provided by the UP Library, 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 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 all and any losses recorded in the system. The only way for the Borrower of relieving himself or herself of such a responsibility is to prove a mistake in the said electronic system.
3. The ID (SIC) is lent to the Borrower free of charge, upon payment of a security deposit in the amount of CZK 200. The deposit shall be used to partially cover any damage caused to the Lender as a result of the loss, theft, destruction, or damage of the ID (SIC), or by the Borrower’s failure to return it. The security deposit shall be returned to the Borrower once the ID (SIC) has been duly returned. Due return shall mean that the ID is returned in a functioning and due condition, allowing normal wear and tear thereof.
4. The Borrower shall pay the security deposit before signing the present Contract either by payment at the cash office of UP, via postal order or bank transfer to the bank account of UP, the number of which was communicated to the Borrower after he or she has been admitted to studies. Upon signing the present Contract, the Borrower shall substantiate having paid the security deposit with the respective certificate of payment.
5. Borrowers who are enrolled in a full-time study programme at UP are entitled to a simplified use of services provided by GTS Alive s.r.o., Vědecká knihovna (Research Library) in Olomouc and Dopravní podnik města Olomouce, a.s. (Olomouc Public Transport Company) (hereinafter referred to as “GTS”, “VKOL” and “DPMO”). To this end, the Borrower agrees that during the studies at UP his or her personal data (name, surname, date of birth, ISIC number, chip number) be passed to the administrators of GTS, VKOL and DPMO, in order to verify the student status to make the use of the respective services easier. The Borrower has the right to access his or her personal data and modify them, as well as other rights pursuant to Section 11 of Act No. 101/2000 Sb., on the protection of personal data and on amendment to some other acts, as amended.

II. Borrowing Period

1. The Borrower borrows the Identification Card defined in Article I from the Lender under the conditions stipulated below, for a definite period of time, i.e. for the period of his or her studies at Palacký University at Olomouc. For this purpose, the end of the Borrowing Period shall mean the date on which the studies at Palacký University in Olomouc are terminated or interrupted.
2. The ID (SIC) is valid throughout the entire period of studies at Palacký University in Olomouc. Borrowers who are enrolled in a full-time study programme at Palacký University in Olomouc may purchase a validation stamp before being enrolled in the following year of study, and thus acquire benefits related to validation. The issuance of validation stamps for the 2011/2012 academic year shall be governed by the instructions published on the webpage of UP and its individual faculties, and from the 2012/2013 academic year by means of a Rector’s directive.
3. The Borrower shall return the ID within 30 days after the termination of studies. Should he or she fail to do so, the security deposit shall not be returned (see Article 1, Paragraph 3 hereof). The ID card shall be returned at the ID department of the Computer Centre of UP at Biskupské nám. 1, Olomouc.

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 (Annex No.1), and shall take due care of the ID throughout the entire Borrowing Period.
3. The way the ID shall be used and taken care of is defined in the enclosed User Instructions. 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 Lender's uniform identification system, and the Lender shall be entitled to 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 non-functioning Identification Card with a new one, through the Computer Centre of UP, without having to pay a new security deposit. In controversial cases, the Lender reserves the right to carry out his own technical examination into the non-functioning condition of the ID. If the Lender arrives at the conclusion that the loss of functionality was caused intentionally or by negligence on part of the Borrower, the ID is deemed to be destroyed and the security deposit is forfeited to the account of the Lender.
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. It is hereby expressly agreed that should the ID get lost or damaged as a result of mishandling or theft, the full amount of the security deposit is forfeited to the account of the Lender. This shall be without prejudice to the Lender's right to full compensation for damage.
2. The Borrower acknowledges that he or she shall pay another security deposit in the amount of CZK 200 for issuing a new ID for reasons stated in the preceding paragraph.
3. By signing hereof the Borrower certifies that he or she has been informed of the function, purpose and use of the borrowed ID.
4. The Borrower hereby certifies that the Lender, through the Computer Centre of UP, gave him the ID today in a 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. 40/1964 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 2 counterparts, each having the legal force of an original, each Contracting Party shall receive 1 counterpart.
4. This Contract shall become effective on the date of its signing by both Contracting 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

Prof. RNDr. Miroslav Mašláň, CSc.
Rector of UP
On behalf of the Lender

Borrower