**Dohoda o odpovědnosti k ochraně hodnot svěřených zaměstnanci k vyúčtování**

**Agreement on Responsibility for Protection of Assets Entrusted to the Employee in Accounting**

Univerzita Palackého v Olomouci – Palacký University Olomouc

Address: Křížkovského 511/8, 771 47 Olomouc, Czech Republic

IČ (Business Identification No.): 61989592

Authorised Representative: …………………..

UP Department: …………….

Department Address:…………

(hereinafter, the party of the first part, or “Employer”),

and

Name(s) and Surname(s):…………………………………………..

Permanent Address: ………………………………………………..

Date of Birth: ………………..

(hereinafter, the party of the second part, or “Employee”),

 hereinafter, jointly as the “Parties”

hereby conclude, under the regulations of Section § 252 of Law No. 262/2006 of the Labour Code, Czech Law Coll., and subsequent amendments (hereinafter, the “Labour Code”), this agreement on responsibility for protecting assets entrusted to the Employee (hereinafter, the “Agreement”**):**

**Preamble**

On the basis of the employment contract dated xx.xx.xxxx the Employee has an employment relationship to the Employer and has been placed into the position of xxxxxxxxxxx at the workplace xxxxxxxxxxxxx.

**I.**

1. The Employee affirms that he/she has been duly informed of the work to be carried out within the context of the employment contract and the work description dated xx.xx.xxxx and will carry out this contract always according to employment regulations and the Employer’s internal regulations and norms and the instructions of the Employer’s supervisor related to the work to be performed.
2. The Employee, on the basis of this agreement, accepts on the day of its signing the responsibility to protect the assets entrusted to the Employee in accounting, which the Employee has the possibility to personally handle for the entire period for which they have been entrusted and which they have accepted according to the stocktaking carried out on xx.xx.xxxx, as well as all other assets which the Employee after this stocktaking has accepted from the Employer and the acceptance thereof has been in written form (hereinafter, the “Entrusted Assets”) and is responsible for any eventual deficits or shortfalls in these Entrusted Assets.
3. The parties agree that before concluding this Agreement, a regular stocktaking of Entrusted Assets was carried out and a stocktaking report made out, and further state that the Entrusted Assets according to the stocktaking are true and in accordance to reality, as confirmed by their signatures to this Agreement below.
4. On the basis of this Agreement, the Employee, in accordance to Section I., Paragraph 2, takes responsibility especially as regards these assets:
* Xxxxxxxxxxxx
* Xxxxxxxxxxxx
* Xxxxxxxxxxxx

**II.**

At the same time, the Employer and the Employee mutually assert that at the time of signing this Agreement there was nothing which would prevent the Employee from carrying our his/her responsibilities and duties, nor prevent him/her from carrying out the obligations arising from this Agreement. If during the course of the validity of this Agreement anything occurs which would prevent the Employee from regular fulfilment of his/her duties, he/she is required to immediately notify the Employer, who is obligated to remove such obstacles without delay.

**III.**

1. Throughout the entire period of the Agreement, the Employee is obliged to regularly manage the Entrusted Assets, carry out regular accounting of the Entrusted Assets and act on his/her part in every way possible to prevent losses of and damages against the Entrusted Assets.
2. The Employee is responsible to the Employer for the full costs if any damages arise to the Entrusted Assets. The Employee may be relieved of responsibility to damages to the Entrusted Assets only in cases specified by the Labour Code and ordinarily binding legal stipulations.
3. The Employee confirms by his/her signature to the Agreement that he/she has been acquainted with all rights and responsibilities he/she has arising from the established work position and that on the date of signing the Agreement, proper working conditions for managing the Entrusted Assets have been established by the Employer.
4. The Employer will establish conditions for the Employee for securing the safety of the Entrusted Assets against their loss, such that the Employee is provided a place for storing the Entrusted Assets ……………….. (for example a locking cabinet) in ……………………. (to be stated where – for example in the Employee’s office) to which only the Employee has the key.
5. In the case that the Employee will be placed into a shared workplace, the Employee will be communally responsible with other equally responsible employees for the Entrusted Assets.

**IV.**

1. The Agreement enters into effect on the day it is signed by both Parties.
2. The Agreement is considered dissolved on the day:
	1. of the termination of the employment relationship; or
	2. of the conclusion of an agreement terminating this Agreement; or
	3. when the Employee delivers a written notice of withdrawal from this Agreement, unless the withdrawal specifies a later date. The Employee may withdraw from this Agreement if he/she is to perform another job, if he/she is transferred to another position or another workplace, if he/she is relocated, or if the Employer within a period of 15 calendar days from receiving said written notice has not remedied defects in the working conditions which prevent proper maintenance of the Entrusted Assets. When there is joint responsibility the Employee may also withdraw from the Agreement on responsibility, if another Employee is placed at the workplace or if another supervisor or his/her representative is appointed. Withdrawal due to reasons stated in the preceding sentence must be in written form.
3. This Agreement has been prepared in three identical copies considered originals; the Employer retains two of these copies (for the Employee’s supervisor and the appropriate UP Personnel Department) and the Employee one.
4. This Agreement may be altered only via dated, numbered amendments.

In Olomouc, date ……………………. In Olomouc, date ……………………….

……………………………………… …………………………………

xxxxxxxxxxxxxxxxxx xxxxxxxxxxxxxxxx