

FRAMEWORK LOAN AGREEMENT

Charles University, Faculty of Arts

Registered office: nám. Jana Palacha 1/2, 116 38 Praha 1

ID number: 00216208

Represented by [Klikněte nebo klepněte sem a zadejte text.](#), authorized employee,
(the “Lender”)

and

[Klikněte nebo klepněte sem a zadejte text.](#)

Date of birth: [Klikněte nebo klepněte sem a zadejte datum.](#)

Resuding at: [Klikněte nebo klepněte sem a zadejte text.](#)

CU ID number: [Klikněte nebo klepněte sem a zadejte text.](#)

(the „Borrower“)

have agreed on this Framework Loan Agreement, in accordance with Section 2193 of Act no. 89/2012 Sb., the Civil Code, as amended:

Article 1

Introductory Provisions

1. The Borrower is a registered user of the Library of the Faculty of Arts of Charles University (the CU FA Library) as a student of the Faculty of Arts of Charles University, and as such, is required to uphold the obligations set out in the Library and Circulation Rules of Charles University, as amended, and the Borrowing Rules of the Library of the Faculty of Arts of Charles University, as amended.
2. The Lender, whose organizational unit is the CU FA Library, has in its possession laptop computers with accessories and also possesses and operates an automatized lending system for borrowing laptop computers referred to as “NTBmat” located at the Jan Palach Library, an affiliated unit of the CU FA Library (“NTBmat”).

Article 2

Subject Matter of the Agreement

1. Under the terms set out in this agreement, the Lender undertakes to allow the Borrower to borrow free of charge laptop computers, power adapters to the laptop computers, and laptop covers (jointly the “electronic equipment”) via NTBmat and the lending desks at the Jan Palach Library and in other selected units of the CU FA Library.
2. Under the terms set out in this agreement, the Borrower is entitled to use the electronic equipment for the specified period free of charge, in accordance with the purpose intended for the electronic equipment. The Borrower is not entitled to let a third party use the electronic equipment and undertakes to duly and timely return the electronic equipment to the Lender in accordance with this agreement.
3. The rules set out in the Library and Circulation Rules of Charles University, as amended, and in the Borrowing Rules of the Library of the Faculty of Arts of Charles University, as amended, for borrowing e-book readers or electronic devices apply similarly to the lending of laptop computers, laptop power adapters, and laptop covers

via NTBmat and the lending desks of the Jan Palach Library and in other selected units of the CU FA Library, if not otherwise stipulated in this agreement.

4. Information on entering into this agreement and thus authorization of the Borrower arising from this agreement is recorded by the Lender in the electronic library system, through which it administers loans at the CU FA Library.

Article 3

Loans and their Subject Matter

1. The loan agreements are entered into between the Lender and the Borrower when the electronic equipment is physically lent via NTBmat or the lending desk at the Jan Palach Library or at another unit of the CU FA Library and are recorded in the electronic library system, through which the Lender administers loans at the CU FA Library under the designation "Laptop", "Power Adapter Dell Latitude 7490...", and "Laptop Cover".
2. The Borrower is entitled to borrow only one laptop at a time, together with one laptop power adapter and one laptop cover.
3. Basic specifications of the electronic equipment:
 - a) Laptop computer: Dell Latitude 7490,
 - b) Laptop power adapter: Dell LA65NM130 (including cable),
 - c) Laptop cover: HP 14" Reversible Sleeve.
4. The Borrower declares that they have been acquainted with the manner of use of the electronic equipment that is the subject matter of the loan, as these rules are generally acknowledged.
5. The specific lent electronic equipment is assigned an inventory number for the Borrower. When the loan is made, the inventory number of the specific electronic equipment is immediately recorded in the electronic library system, through which the Lender administers loans at the CU FA Library, as a bar code.
6. When making the individual loans via NTBmat, the Borrower is required follow the instructions for using NTBmat, which are available on the web pages of the CU FA Library, and the instructions for operating the NTBmat screen.
7. The Borrower is required to inspect the electronic equipment when borrowing it and to notify the Lender of any defect or damage. Defects or damage to the electronic equipment are recorded in the electronic library system through which the Lender administers the loans at the CU FA Library. If the Borrower does not do this, the electronic equipment is deemed to be free of defect at the time of the loan.
8. For laptop computers borrowed via NTBmat, the Borrower is required to return this electronic equipment via NTBmat. For laptop computers borrowed via the lending desks at the Jan Palach Library and other selected units of the CU FA Library, the Borrower is always required to return the electronic equipment to the place where they borrowed it.
9. The Borrower is required to return the electronic equipment to the Lender on time and undamaged.
10. When returning the laptop computers to NTBmat, the Borrower is required to connect the laptop to an electrical source of energy and to the data network. If this is not done, the laptop will not be deemed properly returned to the Lender.

Article 4

Additional Obligations of the Borrower

1. The Borrower is required to take proper care of the electronic equipment and to make sure no damage occurs with respect to the nature of the equipment. The Borrower undertakes to protect the electronic equipment from loss and theft. If any damage occurs to the electronic equipment or if it is lost or stolen, the Borrower is required to immediately notify the Lender of this circumstance. The Borrower is also required to immediately inform the Czech Police of any loss or theft.
2. The Borrower undertakes not to interfere with the settings of the BIOS and operating system of the laptop computer.
3. The Borrower undertakes to use the electronic equipment in such a way that the rights of third parties are not violated in the process, in particular, copyrights, personal rights, and rights relating to the protection of personal data.
4. The Borrower is required to permanently delete all data from the laptop before returning it (in particular, copyrighted works and personal data) that they have saved in the laptop, including log-on information especially for e-mail accounts, social networks, the Student Information System of Charles University, etc. If this is not done, the Borrower is liable for any damage that is incurred by the Lender or another person in this context.

Article 5

Early Return of Borrowed Items

The Lender is authorized to request the early return of the electronic equipment, consequently, to terminate the loan agreement at any time without providing a reason by sending a notice to the Borrower to the e-mail address registered in the electronic library system, through which the Lender administers loans at the CU FA Library. Based on such notice, the Borrower is required to immediately return the electronic equipment to the Lender, however, no later than 15 days after the electronic notice has been sent.

Article 6

Termination of the Agreement

1. The Lender is authorized to terminate this agreement at any time without providing a reason and without a notice period by way of a notice sent to the Borrower at the e-mail address registered in the electronic library system, through which the Lender administers loans at the CU FA Library. Based on such notice, the Borrower is required to immediately return all borrowed electronic equipment to the Lender, however, no later than 15 days after the electronic notice has been sent.
2. This agreement is terminated upon expiration of the Borrower's registration as a user of the CU FA Library in the category of student of the Faculty of Arts of Charles University. Based on these circumstances, the Borrower is required to immediately return all borrowed electronic equipment to the Lender, however, no later than within 15 days.

Article 7

Compensation of Damage and Penalty Provisions

1. If the Borrower returns the electronic equipment to the Lender damaged, the Borrower undertakes to provide compensation for the incurred damage and the costs of remedying it.
2. The parties have explicitly agreed that, if the Borrower does not return the electronic equipment within 15 days after the end of the established loan period or within 15 days after delivery of the electronic notice, or if the electronic equipment is returned in a state in which it can no longer be used for its purpose, the Lender is authorized to request a contractual penalty from the Borrower in the amount of the purchase price of the electronic equipment. The contractual penalty is due when the right to the contractual penalty arises. Upon payment of the contractual penalty, the right of the Lender to recover the electronic equipment expires.

Article 8

Final Provisions

1. Matters not regulated by this agreement are governed by the CU Library and Circulations Rules, as amended, the Borrowing Rules of the CU FA Library, as amended, and Act no. 89/2012 Sb., the Civil Code, as amended, or any other generally binding regulations that are valid in the Czech Republic, with the exception of conflict-of-law rules.
2. Termination of the agreement for any reason is without prejudice to the validity of the provisions which are expected to continue after termination of the agreement, such as penalty provisions and the obligation to return the borrowed electronic equipment.
3. This agreement is drawn up in two originals, of which each party receives one.
4. This agreement is entered into and comes into effect upon its signing by the last party.

In Prague, on Klikněte nebo klepněte sem a zadejte datum.

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Lender

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Borrower