**LIABILITY FOR LOSS OF ENTRUSTED POSSESSION AGREEMENT**

Palacký University in Olomouc

Faculty of Science

Registered Office: Křížkovského 511/8, 771 47 Olomouc

Acting on behalf of Palacký University: doc. RNDr. Martin Kubala, Ph.D., Dean of Faculty of Science

Identification Number: 61989592

 (hereinafter as „employer“)

and

Name and Surname:

Permanent residence:

Date of birth:

(hereinafter as „employee“)

 together also „parties to the contract“

conclude an agreement according to Article 255 (1) Act no. 262/2006 Coll.,of the Labour Code as amended (hereinafter “the Labour Code”)

**Liability for loss of entrusted property Agreement (hereinafter „Agreement“)**

**I.**

1. The employee is in an employment-law relationship with the employer based on employment contract from xx.xx.xxx at the position of xxxxxxxxxxx at department of xxxxxxxxxxxxx. During his/her work the employee is using objects tied with liability for their loss.
2. Based on this agreement, the employee takes liability for loss of ........................................ (entrusted objects, safety equipment or other similar objects with value exceeding CZK 50.000) inventory number (hereinafter “entrusted property”) which he reaffirms by his/her signature below.

**II.**

1. The employee is fully responsible for the loss of entrusted property, unless it is proven that the loss of entrusted property was not his/her fault.
2. The employee is aware of the fact that in the case of losing the entrusted property, he is responsible for the damage caused to the employer and its indemnification in full.
3. The employee agrees to behave in such manner as not to cause damage to the employer and the entrusted property. In case the entrusted property is damaged, the employee agrees to indemnify the employer in accordance with the relevant provisions of the Labour Code.
4. The employee agrees to immediately report the loss of entrusted property to his/her supervisor and to

a) Bursar of UP, if he/she is employed by the Rectorate,

b) Head of the following departments CVT UP, KUP, VUP, VTP UP, PS UP, ASC UP, and CPSSP, if he/she is employed at one of these departments,

c) Dean of the Faculty, if he/she is employed by the Faculty

d) Director of SKM UP, if he/she is employed by SKM UP.

In the case of damaging the property, the employee is also obliged to report this event to his/her supervisor.

1. Should this Agreement come to an end by the means of article III (2) (b) (c) of this Agreement or upon terminating the employment, the employee is obliged to return the entrusted property to the employer in state according to normal wear and tear.
2. The employer ensures that the employee may store the entrusted property in a lockable …………. in …………., and that the employee is the sole owner of the key to this lock.

*Varianta v případě užívání svěřených věcí mimo pracoviště (např. notebook, mobil):* The employer agrees to create working conditions allowing him/her to execute his/her job properly. The employee explicitly agrees to keeping the entrusted property with him/her outside of work and working hours, and protects this property against loss at this time as well. In this case the employee does not require the lockable storage and is aware that he/she is responsible for entrusted property at all times when it is in his/her possession.

1. The employer has a right to control state of the entrusted property, and the employee is obliged to turn the property in for checking, mainly during inventory.
2. Further conditions of liability for loss of entrusted property result from the relevant provisions of the Labour Code.

**III.**

1. Agreement comes into effect upon the date of signing by both Parties.
2. Agreement comes to an end:
	1. termination of employment, or
	2. concluding and agreement in writing which terminates this Agreement, or
	3. by the date when the employee delivers a notice of withdrawal from this Agreement, provided there is no later date in the notice. The employee has the right to withdraw from the Agreement, should the employer fail to provide conditions to secure the safety of the entrusted property. The withdrawal must be executed in writing.
3. This confirmation has been made out in three executions, whereas the employer receives two (the head of the respective department and the HR department) and the employee one hardcopy.
4. This Agreement may be altered by serially numbered amendments.

In Olomouc on ................... In Olomouc on ……………..

|  |  |  |
| --- | --- | --- |
| ……………………………………………. |  | …………………………………………. |
| doc. RNDr. Martin Kubala, Ph.D. |  | Name of the employee |
| Dean of the Faculty |  |  |