

Annex 2:

Sample loan agreement

LOAN AGREEMENT

concluded pursuant to Sections 2193 to 2200 of Act No. 89/2012 Coll., the Civil Code, as amended

CONTRACTING PARTIES

Masaryk University

with registered office at Žerotínovo nám. 617/9, 601 77 Brno

ID: 00216224

DIC: CZ00216224

Banking connection: KB a. s., Branch Brno-město, account no.: 85636621/0100

Masaryk University is a public university (legal entity) under Act No. 111/1998 Coll. , as amended, and is not registered in the Commercial Register

represented by **RNDr. Lenka Bartošková**, Secretary of the Faculty of Informatics, Botanická 68a, 602 00 Brno

on the one hand, as a lender (hereinafter referred to as "**MU**")

a

Student

TEACHING:

Residence:

on the other hand as a borrower (hereinafter referred to as the "**Borrower**")

ENTER INTO THIS LOAN AGREEMENT:

I. SUBJECT MATTER OF THE CONTRACT

1. MU declares that it is the owner of the movable property specified in detail in Annex 1 to this Agreement (hereinafter referred to as "**Equipment**").

2. By this agreement, MU lends the equipment to the borrower to use it under the terms and conditions set out below in this agreement. The Borrower undertakes to return the equipment to MU as soon as it is no longer needed, but no later than the end of the agreed loan period.

II. PERIOD AND PURPOSE OF THE LOAN

1. MU lends equipment to the borrower for the purpose of **fulfilling study obligations in the FI study programme**.

2. The loan period is agreed from the date of signing the transfer protocol until the **date of completion or interruption of studies in the FI study programme**.

III. HANDOVER AND ACCEPTANCE OF THE EQUIPMENT

1. The Borrower shall take over the equipment from MU upon signing this Agreement and shall confirm such acceptance by signing.

2. MU is obliged to hand over the equipment to the borrower in a condition suitable for its proper use.

3. The return of the equipment will be recorded in the equipment return receipt following the signing of this agreement.

IV. CONDITIONS OF THE LOAN

1. MU lends equipment to the borrower free of charge.
2. The borrower is obliged to use the equipment in accordance with its purpose. He is obliged to protect the equipment from damage, loss, theft or destruction.
3. The borrower is not entitled to transfer the equipment to a third party for use during the agreed loan period. Violation of this prohibition shall entitle MU to demand the immediate return of the equipment before the end of the agreed loan period.
4. The borrower is responsible for any damage caused by the use of the item during the loan period. Likewise, the Borrower shall be liable for any damage caused to the Loaned Item during the duration of the Loan by third parties. In the event of damage, theft or loss, the borrower shall pay the cost of repair or acquisition of an adequate replacement, no later than fourteen (14) days after written notice from MU.
5. The Borrower undertakes to immediately **report any loss, damage or other defects of the borrowed equipment to** the following e-mail address: vypujcky@fi.muni.cz.
6. The Borrower undertakes to enable MU to carry out an inventory of the borrowed equipment at its request and at the times specified by MU.
7. If the borrower no longer needs the borrowed equipment, he/she is obliged to return it to MU before the end of the agreed loan period.
8. The Borrower is obliged to return the equipment to MU at any time before the end of the specified borrowing period within one week after receiving MU's written request for its return in the event that the Borrower uses it in violation of this Agreement or ceases to meet the conditions for borrowing the equipment or in the event that MU needs it unavoidably sooner for a reason that could not have been foreseen at the conclusion of the Agreement.

V. FINAL PROVISIONS

1. This Agreement shall be valid and effective on the date of its signing by both parties.
2. This Agreement may be amended only by written, ascending numbered amendments signed by both parties. The exchange of e- mail or other electronic messages shall not be considered to be in writing for this purpose.
3. This Agreement shall be executed in two (2) counterparts with the force of an original, each of the Parties receiving one (1) copy.
4. **The handover of the equipment to the Borrower took place at the time of signing this Agreement. The Borrower confirms this fact.**

In Brno on

In Brno on

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Masaryk University
RNDr. Lenka Bartošková

Student

CERTIFICATE OF RETURN OF EQUIPMENT (to be completed at the time of return)

Name and surname of the responsible MU employee:

I confirm that the equipment was returned to MU on:

Description of the condition of the equipment and any defects and deficiencies:

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Masaryk University

Student

Annex No. 1 to the Loan Agreement

LIST OF EQUIPMENT TO BE RENTED

Inv. number	Name	Purchase price
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Full manufacturer's manuals for all devices can be found at <https://www.fi.muni.cz/tech/leased-hw-manuals.html>.

INSTRUCTIONS FOR PREVENTING DAMAGE TO BORROWED ITEMS

General recommendations:

The most common damages are:

1) Loss of an entrusted item (laptop, mobile phone, device or other equipment)

Recommendation:

- When travelling, do not leave borrowed items outside secure areas (for example, in the car). In case of accommodation, it is recommended to use safety deposit boxes, safes.
- The theft of borrowed items can be prevented by consistently locking the areas where the items are placed and also by not leaving the items even in a locked car.

What to do in case of damage:

- If the damage was caused by theft of belongings or entrusted values by a third party, it is necessary to immediately report to the Police of the Czech Republic and to provide assistance. (Please note that reporting to the Police of the Czech Republic does not lead to exemption from the obligation to compensate for the damage. However, it may help in claiming damages from the insurance company).

2) Damage to an item (laptop, mobile, device or other equipment)

Recommendation:

- Follow the instructions for use.
- Follow the manufacturers' manuals when handling items.
- Damage to belongings can be prevented by carrying items in the packaging provided.

What to do in case of damage:

- In the event of damage, report the damage as soon as possible by email: vypujcky@fi.muni.cz.
- Do not repair the damage yourself, but return the damaged item for repair to Mrs. **Milena Friessová**, e-mail: vypujcky@fi.muni.cz.