

Contract for the Provision of a Long-Term Travel Pass

I. Parties

1. Moravskoslezské Investice a Development, a.s.

registered office: Na Jízdárně 7/1245, 702 00 Ostrava
represented by: Ing. Tomáš Kolárik, statutory director
business ID No: 47673168
tax ID No: CZ47673168
bank details: ČSOB Ostrava
account No: 373791183/0300

entered in the Commercial Register maintained by the Regional Court in Ostrava, section B, inset 609

contact person: _____, _____, _____

the "Provider"

and

2. Name and surname

permanent address/place of stay: _____

date of birth: _____

the "Beneficiary"

II. Basic Provisions

1. The Moravian-Silesian Region, business ID No 70890692, registered office 28. října 117, 702 18 Ostrava, will implement, through the Provider, the "Employee Mobility" project, as amended by Schedule No 1, in the form of the provision of long-term travel passes to provide determined beneficiaries with ODIS long-term travel passes free-of-charge (on ODIS contactless chip cards).
2. This Contract has been concluded based on Section 1746(2) of Act No 89/2012, the Civil Code, as amended. The Parties declare that for the legal relationship established herein the provisions contained in the announced "Employee Mobility" project, announced on 1 January 2019, as amended by Schedule No 1 announced on 1 September 2019 (the "Project"), are similarly legally binding as the provisions of this Contract.

III. Subject of the Contract, Rights and Obligations of the Parties

1. The Provider, based on this Contract, will provide to the Beneficiary a free-of-charge long-term travel pass for their commute to work inside the territory of the Moravian-Silesian Region, for a 365-day period commencing on **dd.mm.yyyy**. ODIS card No was handed over at the signing of this Contract, which the Beneficiary confirms with their signature.
2. The Beneficiary declares that as of the date of conclusion of this Contract they met the conditions determined for the "Employee Mobility" project, as amended by Schedule No 1, in the form of the provision of a long-term travel pass.

3. The Beneficiary undertakes to comply with the conditions of the "Employee Mobility" project, as amended by Schedule No 1, in the form of the provision of a long-term travel pass, based on which they will be provided with a long-term travel pass and with which they were familiarised before signing this Contract.
4. In the event of a change in facts resulting in the Beneficiary no longer complying with the conditions of the "Employee Mobility" project, as amended by Schedule No 1, for the provision of a long-term travel pass, the Beneficiary shall notify the Provider and lose their entitlement to the provision of a long-term travel pass.
5. If the Provider discovers that the Beneficiary does not comply with the conditions of the "Employee Mobility" project, as amended by Schedule No 1, for the provision of a long-term travel pass and has not reported this to the Provider themselves, the long-term travel pass will be blocked.
6. All the technical matters relating to ODIS cards (issuing, loss, damage, non-functionality etc.) must be addressed by the Beneficiary through the Provider.
7. If an ODIS card is damaged or lost, after the payment of MSID costs for a new card of CZK 130, MSID will issue the beneficiary with a new ODIS card, onto which the long-term travel pass with the original amount and validity will be transferred free-of-charge.
8. An applicant/beneficiary may also use their card as an electronic wallet (EW) in accordance with the conditions for an ODIS contactless chip card issued on the website <http://odiska.kodis.cz/>. It is recommended that an applicant/beneficiary uses the entire credit on the card before the expiry of the long-term travel pass, alternatively the credit may be paid out to them at an ODIS Travel Infocentre counter before the expiration of the ODIS card.
9. The Beneficiary shall submit to the Provider according to the schedule below, either electronically or in person, at the earliest by the 86th day and at the latest by the 95th day of the ODIS card validity, a completed Annex No 3 to the Project – Data Verification Form – in which they will indicate their permanent address, or place of stay for foreigners, and also submit confirmation from their employer of their employment. The submission of the data verification form is a condition for the ODIS card not to be blocked by the Provider.

Schedule:

Check 1 – submit a properly completed data verification form in the period:

Check 2 - submit a properly completed data verification form in the period:

Check 3 - submit a properly completed data verification form in the period:

10. If the Beneficiary does not deliver to the Provider a properly completed data verification form, their ODIS card will be blocked (alternatively its validity will terminate on the 90th day after issue). If the Beneficiary submits a data verification form late due to a business trip, illness, or caring for a family member, however at the latest by the 99th day, the 189th and 279th day, their ODIS card will be unblocked.
11. The Beneficiary is authorised to change their employer only once during the period of provision of the long-term travel pass. If the data verification form that the Beneficiary submits shows that they have changed their employer more than once since the application submission date, the validity of their long-term travel pass will be terminated.
12. The Beneficiary understands that the receipt of the performance pursuant to this Contract may be subject to income tax pursuant to Act No 586/1992.

**IV.
Final Provisions**

1. By signing, the Beneficiary acknowledges that the personal data they provide within the scope indicated herein will be processed by the Provider only for project administration purposes. The Provider declares that all the personal data of the Beneficiary will be processed in accordance with valid legislation, in particular with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation). Detailed information about the processing of personal data is provided in Annex No 1 to this Contract, which forms an integral part of it.
2. Contact person:
Kateřina Plesníková, tel.: 595 691 266, GSM: 770 194 950
e-mail: mobilita@msid.cz
3. This Contract becomes valid and effective on the date it is signed by both the Parties. This Contract may only be supplemented or amended with the consent of both the Parties, and only in the form of written, ascendingly numbered and accordingly labelled amendments.
4. This Contract has been prepared as two original counterparts, one for the Provider and one for the Beneficiary.
5. The Parties mutually declare that they read this Contract before signing it, that it was concluded after mutual discussion according to their true and free wills, definitely, seriously and comprehensibly, and that they agree on the whole of its content, which they have confirmed with the application of their signatures.

Ostrava, dated _____

for the Provider
Ing. Tomáš Kolářík
statutory director

Beneficiary

Annex No 1 – Detailed Information on the Processing of Personal Data

For the purposes of this annex to the Contract, the Provider is termed the "Controller" and the Beneficiary the "Data Subject".

Purpose and Legal Basis for the Processing of Personal Data

In connection with the administration of the project, the Controller will process and retain, under the conditions and within the scope determined through valid legislation, in particular in accordance with Art. 6(1)(b) of the General Data Protection Regulation, personal data of the Data Subject for the purpose of administration of the project.

Scope of Processed Personal Data

The personal data of the Data Subject are processed within the following scope: first name (or names), surname, date of birth, personal number, address, education, employment and information about their employer, ID number (ID card, passport), telephone, e-mail, portrait photograph.

Duration of the Processing of Personal Data

The personal data will be processed for the necessary time to ensure the performance of the mutual rights and obligations arising from the relationship between the Controller and the Data Subject based on this Contract, meaning for the duration of the project.

Contract Details of the Controller

- the Controller may be contacted in writing at the registered office of the Controller indicated in Art. I(1) herein
- the Controller may be contacted in writing using the e-mail address plesnikova@msid.cz

Information about Potential Recipients and the Intention to Transfer Information

The Controller will provide personal data provided by the Data Subject to Koordinátor ODIS s.r.o., business ID No: 64613895, registered office na Hradbách 1440/16, 702 00 Ostrava, which issues the ODIS cards.

The Controller will not provide personal data of the Data Subject to any other natural and legal persons, public authorities or any other entities. The Controller does not intend to transfer personal data of the Data Subject to a third country or any international organisation.

Additional Information about the Processing of Personal Data

Personal data of the Data Subject are automatically processed in electronic form.

Personal data of the Data Subject will not be processed by a processor of personal data.

The Data Subject has the right to require the Controller to provide information about the processing of their personal data.

The Data Subject has the right to require the Controller to correct incorrect personal data that relates to them without undue delay. With regard to the purposes of the processing, the Data Subject has the right to supplement incomplete personal data, including through the provision of additional declarations.

The Data Subject has the right to require the Controller to delete personal data relating to the Data Subject without undue delay, and the Controller has the obligation to delete such personal data without undue delay if any of the reasons determined in the General Data Protection Regulation apply.

The Data Subject has the right to require the Controller to limit the processing of their personal data in cases determined by the General Data Protection Regulation.

The Data Subject has the right to object to the processing of their personal data if the Controller processes the personal data for the following reasons:

- the processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the Controller,
- the processing is necessary for the legitimate interests of the Controller or a third party,
- for the purposes of direct marketing,
- for scientific or historical research purposes or statistical purposes.

The Data Subject has the right to obtain the personal data that relates to them that they provided to the Controller in a structured, commonly used, machine-readable and interoperable format, and to transmit it to another controller without this being impeded by the Controller, in cases determined by the General Data Protection Regulation.

If the Data Subject considers that there has been a violation of legislation in connection with the protection of their personal data, they have the right to complain to a supervisory authority. The supervisory authority in the Czech Republic is the Office for Personal Data Protection.