

# **Library and Circulation Rules of the VSB – Technical University of Ostrava Central Library**

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## Article I: Basic Provisions

1. These Library and Circulation Rules of the VSB – Technical University of Ostrava Central Library (hereinafter referred to as the 'Library and Circulation Rules') are issued pursuant to Section 4 Subsection 7 of Act No. 257/2001 Coll. on libraries and terms of operating public library and information services (hereinafter referred to as the 'Library Act') and according to the Statute of VSB – Technical University of Ostrava (hereinafter referred to as 'VSB-TUO').
2. The VSB-TUO Central Library (hereinafter also referred to as the 'VSB-TUO CL' or the 'Central Library' or the 'CL') is a university-wide workplace. The Central Library's mission is to provide information for study and research and development activities at the VSB-TUO. The Central Library fulfils this mission through activities consisting in collecting, processing, preserving, and making the library and information collection available through library and information services.
3. The Central Library is incorporated organisationally into the Office of the Vice-Rector for Science and Research. To support the work of the Central Library, the Vice-Rector for Science and Research may establish a library council as its advisory and initiative body.
4. The Director of the Central Library is responsible for the library collection and the operation of the Central Library.
5. The library collection of the Central Library is supplemented in accordance with the profile of VSB-TUO, which is based on the accredited fields of study and the research and development plans of the VSB-TUO, mainly by purchasing from the funds allocated to the Central Library. Other sources of supplementing the library collection include donations and the exchange of publications. Acquisition is also ensured by purchasing from the funds of the departments or other activities of individual departments of the VSB-TUO. Library collections obtained from the funds of the faculties or departments are preferably made available to the workplaces that have received these funds. The procedures for replenishment of the library collection are outlined in the Policy for Replenishment of the Library Collection of the Central Library, VSB – Technical University of Ostrava (TUO\_PKP\_20\_001) and in the controlled document Guidelines for Handling Proceedings of Professional Events (TUO\_PKP\_08\_001).
6. After professional processing, the Central Library collection of the is made available on the library premises and, if possible, to be check out of the library for a fixed period. The electronic information resources are made available to authorized users through the Internet in accordance with licence agreements.
7. Services to users are provided in the lending department and in the study room of the Central Library in Ostrava-Poruba, in the library and study room at the Faculty of Economics of VSB-TUO, in the library at the Faculty of Safety Engineering of VSB-TUO, and in the library at the Faculty of Civil Engineering of VSB-TUO.
8. At the departments and other university workplaces, departmental libraries are established at the request of the heads of these departments or workplaces based on the directive Zřízení a vedení katedrových knihoven (Establishment and management of departmental libraries, TUO\_SME\_04\_004). The library collections of the University departments and workplaces are financed exclusively from the funds of these departments and are part of the Central Library collections. Departmental library collections are added to and processed by Central Library staff on the basis of requests from the VSB-TUO departments and workplaces

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and are recorded in the library catalogue as so-called deposit collections or as unlimited personal loans (ONV).

- a) Deposit collections are located in the relevant department or workplace. Their preservation, access to them, including making them available for the purposes of inter-library loan through the Central Library, and their protection are the responsibility of the employee of the VSB-TUO department or workplace who has been delegated this responsibility by the head of the department or workplace.
  - b) Personal unlimited loans are classified in the library system as standard loan categories with a departmental library location. In this mode, documents are lent to authorized users, i.e., employees of the workplace with a departmental library and full-time students of the doctoral programme from that workplace. The authorised user to whom the document is lent in the PUL mode is responsible for the protection of the documents and for making them available for inter-library loan purposes through the Central Library.
9. Pursuant to Section 5 of the Library Act No. 257/2001 Coll., the Central Library shall be registered in the Register of Libraries in accordance with Section 3, Subsection 1 (c) of the Library Act as a basic library, and pursuant to Section 12 Subsection 1 of the Library Act as a basic library with a specialized collection.
10. The Central Library provides the public library and information services listed in Section 4 Subsections 1 and 3 of the Library Act to all its users on the basis of the equality enshrined in Articles 1 and 3 of the Charter of Fundamental Rights and Freedoms and under the right to information guaranteed by Article 17 of the Charter of Fundamental Rights and Freedoms.
11. Following legislations are of concern to the Central Library:
- a) Decree of the Ministry of Culture No. 88/2002 Coll. to implement Act No. 257/2001 Coll. on libraries and conditions for the operation of public library and information services (Library Act), as amended (hereinafter referred as the Ministry of Culture Decree No. 88/2002 Coll.),
  - b) Act No. 257/2001 Coll. on libraries and conditions for the operation of public library and information services (Library Act), as amended
  - c) Act No. 121/2000 Coll. on copyright, on rights related to copyright, and on amendments to certain acts (Copyright Act), as amended (hereinafter referred to as the 'Copyright Act'),
  - d) Act No. 106/1999 Coll. on free access to information, as amended,
  - e) Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the 'Civil Code'),
  - f) Act No. 22/1997 Coll. on technical requirements for products and on amendments to certain acts, as amended, and
  - g) Regulation (EU) No. 2016/679 of the European Parliament and of the Council 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), hereinafter referred to as the 'GDPR'.

## **Article II: Services to Users**

- A. The Central Library is a provider of public library and information services within the meaning of Section 4 of the Library Act.
- B. The Central Library provides services only to duly registered individuals.
- C. Unregistered individuals can only use the reference services of the Central Library.
- D. For legal entities, the library collection is made available through the inter-library service in accordance with Section 14 of the Library Act.

### **1. Types of Services Provided**

#### **1.1. Circulation Services**

- a) lending out of the library (loans) – includes study literature and the regular book collection,
- b) in library use only (in-house loans) – includes study room collections, archive collections, magazines, standards, VSB-TUO university theses and information resources on CD-ROM,
- c) lending from departmental libraries,
- d) electronic device lending (e-book readers) on the basis of Electronic Device Loan Agreement,
- e) placing loaned documents on hold (reservation of loanable documents which are currently on loan),
- f) arranging loans from Czech and foreign libraries (inter-library loan service – ILL and international inter-library loan service – IILL).

#### **1.2. Information Services**

- a) advisory service (information on catalogues, collections, and the use of the library),
- b) oral bibliographic, reference, and factual information services,
- c) consulting service.

#### **1.3. Electronic Services**

- a) services available through the Central Library's website,
- b) electronic communication with users,
- c) ensuring access to electronic information resources and the Internet.

#### **1.4. Other Services**

- a) reprographic services.

### **1.5. Information Education**

- a) trainings and seminars for working with electronic information resources,
- b) teaching.

## **2. Fees for Services**

- 2.1. Public libraries and information services referred to in Section 4 Subsection 1 of the Library Act are provided by the library free of charge, with the exception of the services referred to in Section 4 Subsection 2 of the Library Act, for which a fee may be charged at the level of the actual costs incurred in securing the service.
- 2.2. For some other provided services, the library charges contractual fees in the amount set by the Price List.



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## Article III: User Categories and Their Registration

### 1. User Registration

- 1.1. In order to protect the collections and other assets and to ensure the quality and speed of the services provided, the Central Library creates and maintains the registration database for users in an automated form, where each user has a personal account. When processing personal data, the library proceeds in accordance with the GDPR and in accordance with the internal regulations and directives of VSB-TUO, in accordance with this Library and Circulation Rules and other generally binding legal regulations.
- 1.2. According to the Library and Circulation Rules, there are the following options for the individual:
  - a) registration in the Central Library System register (internal user),
  - b) registration in the Central Library System Register and issuance of the user card – chip card (external user),
  - c) without registration – only if the user requires reference services.
- 1.3. Registration is done by signing the duly completed Registration of the Internal/External User of the VSB-TUO CL Services (hereinafter referred to as 'Registration of the Internal/External User'), followed by scanning the barcode from the chip card and its recording in the automated system of the VSB-TUO Central Library. At this point, library and user service contract is concluded between the library and the user, the subject of which is providing library services in accordance with the applicable legal regulations and these Library and Circulation Rules and the use of these services by the user.
- 1.4. The registration involves recording user's personal data to the extent necessary for the provision of library services. The data of internal users are taken from the VSB-TUO information system (internal users) and from the document Registration of the Internal/External User, or from other documents mentioned in these Library and Circulation Rules. Personal data are processed for the purpose of providing library services and are processed in accordance with the GDPR.
- 1.5. By signing the document Registration of the Internal/External User, the user also declares that he has become acquainted with the Library and Circulation Rules and agrees with the obligation to observe these rules. The wording of the Statement of the VSB-TUO CL User is an integral part of the document Registration of the Internal/External User.
- 1.6. A copy of the Registration of the Internal/External User document is forwarded to the user.

### 2. Specifics of Each Category of Users when Registering

- 2.1. **Internal users** use the Central Library on the basis of an employee identification card or VSB-TUO student identification card. In addition to the above, the registration in the Central Library is carried out on the basis of the presentation of this card. The personal number stated on the card is also the number of the Central Library user's card. Key fobs are only a supplement to the employee's or student's identification card and cannot be used for registration due to the absence of the holder's visual identification marks.
- 2.2. **VSB-TUO graduates** who are registered with the Alumni Network and who are also holders

of the graduate card are, in addition to the above, registered in automated records on the basis of this graduate card and on the basis of a valid identity card. The graduate identification card serves this category of external users as a card of the VSB-TUO Central Library service user.

- 2.3. **External users** are, in addition to the above, registered in automated records on the basis of a valid identity document presented, and students of other higher and secondary schools also on the basis of a statement of study at a university or a student card.
- 2.4. Upon registration, a user card – a chip card is issued by the VSB-TUO Card Centre for the external user, with the exception of the graduate card holder; the card is provided with the user's name and surname, and his/her personal number, which is also the Central Library user card number. If the card is lost or damaged, the user pays a fee for issuing a new user card. Upon repeated loss, damage, or misuse, the user may be deprived of the right to use the Central Library services.
- 2.5. The user card is a document of the user for contact with the Central Library, and the user is obliged to present this card when entering the Central Library. The card is non-transferable, and the user is responsible for any misuse. S/he is required to report its loss to the Central Library so that the card could be blocked in order to prevent it from being misused.
- 2.6. The key fob for the absence of the holder's visual identification marks is not considered to be a user card.
- 2.7. Holders of employee or VSB-TUO student identification card and graduate card, which also serve as Central Library user cards, are also obliged to inform the Central Library in case of loss of the card.
- 2.8. Users under the age of 15 can only be registered with the consent of their parents.
- 2.9. The card is not issued for the user of the ILL (IILL), i.e., a legal entity. Circulation services are addressed in a different way.

### **3. Validity of Registration**

- 3.1. The duration of the external user's registration is one year (12 months). After that, it must be extended by a personal visit to the library. External users who are students are obliged to submit a statement of study at a university or a student card when extending the validity of the user card. The duration of the registration of an external user-graduate is three years, after which it has to be renewed through the Alumni Network.
- 3.2. The duration of an internal user's registration is valid for the duration of the study, for the employees during the duration of the employment relationship.
- 3.3. At the latest on the expiry date of the registration (unless the registration is renewed), all user's obligations towards the library must be settled.

### **4. User Categories**

- 4.1. Users of the Central Library are classified into the following categories with respect to the different conditions of access to library information resources and services within the library system:

#### **4.1.1. Internal Users**

- a) VSB-TUO employee (in the library system: internal-employee),
- b) VSB-TUO PhD student (internal-PhD student),
- c) VSB-TUO student (internal-student),
- d) VSB-TUO MBA student (internal-MBA student),
- e) VSB-TUO exchange student (internal-exchange student),
- f) VSB-TUO retiree (internal-retiree).

#### 4.1.2. External Users

- a) VSB-TUO graduate and also holder of graduate card (external-graduate),
- b) external user – public from the Czech Republic (CR) or foreign national with permanent residence permit in the Czech Republic (external user),
- c) student – student of another high school or secondary school (external-student),
- d) foreign user – foreign national without permanent residence permit in the Czech Republic (external-foreign user).

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## **Article IV: Purpose, Means, and Method of Processing the User's Personal Data**

### **1. Purpose**

- 1.1. For the purposes of personal data processing, VSB-TUO is, through the Central Library, the administrator of personal data of the subject – the registered user of the library services.
- 1.2. The Central Library collects and processes the personal data of the users in order to fulfil the contract for the provision of library and information services and the protection of the library collection, loan agreements, contract for the loan of electronic device, and for the direct provision of its services in accordance with the Library and Circulation Rules.
- 1.3. In the CL, the subject of personal data represents individual registered users of library and information services. The source of personal data can be information from the VSB-TUO information system (internal users), information submitted orally by the user, information obtained from the document Registration of the Internal/External User, or possibly information obtained from his/her valid personal documents or other documents pursuant to these Library and Circulation Rules. Personal data are used by the CL to identify the data subject in the course of lending and to provide high-quality services, in particular effective user contact in the cases specified in the CL Library and Circulation Rules and at the user's request.
- 1.4. Data on registered users of the CL are processed in the university information system and the automated library system.

### **2. Scope of Processing**

- 2.1. The CL is authorized to make the provision of its services subject to the provision of the necessary personal data of the user, statistical and employee data, accounting and legal data. The scope of the personal data processed varies depending on the user category. The user is obligated to provide this information if s/he wants to use the CL services to the full extent in accordance with the Library and Circulation Rules.
- 2.2. The user is required to check on the PC screen the extent of the registered personal data and their accuracy when registering. The user has the right to request a listing of his/her personal data registered in the user database in printed form.
- 2.3. A non-registered user can use only reference CL services based on an anonymous chip card loan, which serves for one-time entry into the CL within one day. In order to borrow an anonymous chip card, you must provide an identity card (national identity card, identification card, or passport for foreign nationals) and to provide basic identification data (name, surname, permanent address, in the case of foreign nationals, identification card number) in the list of one-time users of the CL.

### **3. Processing Range in Accordance with User Categories**

#### **3.1. Internal-VSB-TUO Employee Category**

Personal data source: user, VSB-TUO employee identification card, Registration of the Internal/External User.

Personal identification data required for registration:

- name and surname,
- date of birth,
- personal number assigned by the VSB-TUO Card Centre,
- organizational unit,
- type of relationship with the university,
- the date of expiry of the relationship with the employer.

### **3.2. Internal-VSB-TUO PhD Student Category**

Personal data source: user, VSB-TUO student identification card, Registration of the Internal/External User.

Personal identification data required for registration:

- name and surname,
- date of birth,
- personal number assigned by the VSB-TUO Card Centre,
- address of the permanent residence including the postcode; in the case of foreign nationals, also the temporary address in the Czech Republic,
- organizational unit at the VSB-TUO,
- form and type of study,
- type of relationship with the university,
- the end of the relationship with the university.

### **3.3. Internal-VSB-TUO Student Category**

Personal data source: user, VSB-TUO student identification card, Registration of the Internal/External User.

Personal identification data required for registration:

- name and surname,
- date of birth,
- personal number assigned by the VSB-TUO Card Centre,
- address of the permanent residence including the postcode; in the case of foreign nationals, also the temporary address in the Czech Republic,
- organizational unit at the VSB-TUO,
- form and type of study,
- type of relationship with the university,
- the end of the relationship with the university.

### **3.4. Internal-VSB-TUO MBA Student Category**

Personal data source: user, VSB-TUO student identification card; in the case of foreign nationals, a passport, identity card or other identity document (e.g. in the case of the Slovak Republic citizens a national identity card), Registration of the Internal/External User.

Personal identification data required for registration:

- name and surname,
- date of birth,
- personal number assigned by the VSB-TUO Card Centre,
- address of the permanent residence including the postcode; in the case of foreign

nationals, also a temporary address in the Czech Republic,

- organizational unit at the VSB-TUO,
- type of relationship with the university,
- the end of the relationship with the university.

### **3.5. Internal-VSB-TUO Exchange Student Category**

Personal data source: user; in the case of foreign nationals, a passport, identity card, or other identity document (e.g., in the case of foreign nationals, the Slovak Republic citizens, a national identity card), Registration of the Internal/External User.

Personal identification data required for registration:

- name and surname,
- date of birth,
- personal number assigned by the VSB-TUO Card Centre,
- address of the permanent residence including the postcode; for foreign nationals also a temporary address in the Czech Republic,
- organizational unit at the VSB-TUO,
- form and type of study,
- type of relationship with the university,
- the end of the relationship with the university.

### **3.6. Internal-VSB-TUO Retiree Category**

Personal data source: user, VSB-TUO identification card, Registration of the Internal/External User.

Personal identification data required for registration:

- name and surname,
- date of birth,
- personal number assigned by the VSB-TUO Card Centre,
- address of the permanent residence including the postcode,
- organizational unit at the VSB-TUO,
- type of relationship with the university,
- the end of the relationship with the university.

### **3.7. External-VSB-TUO Graduate Category**

Personal data source: user, graduate card, national identity card; in the case of foreign nationals, a passport, identity card, or other identity document (e.g., in the case of Slovak Republic citizens, a national identity card), Registration of the Internal/External User.

Personal identification data required for registration:

- name and surname,
- date of birth,
- personal number assigned by the VSB-TUO Card Centre,
- address of permanent residence including postcode,
- organizational unit at the VSB-TUO,
- type of relationship with the university,
- the end of the relationship with the university.

### **3.8. External User Category**

Personal data source: user, national identity card, Registration of the Internal/External User.

Identification data required for registration:

- name and surname,
- date of birth,
- personal number assigned by the VSB-TUO Card Centre,
- address of the permanent residence including the postcode,
- organizational unit at the VSB-TUO,
- type of relationship with the university,
- the end of the relationship with the university.

### **3.9. External-Student Category**

Source of personal data: user, national identity card, student card or statement of study at a university, Registration of the Internal/External User.

Personal identification data required for registration:

- name and surname,
- date of birth,
- personal number assigned by the VSB-TUO Card Centre,
- address of the permanent residence including the postcode,
- name and seat of the secondary or higher education institution,
- organizational unit at the VSB-TUO,
- type of relationship with the university,
- the end of the relationship with the university.

### **3.10. External-Foreign User Category**

Source of personal data: user, passport, identity card or other identity document (e.g. in the case of Slovak Republic citizens, a national identity card), Registration of the Internal/External User.

Personal identification data required for registration:

- name and surname,
- date of birth,
- personal number assigned by the VSB-TUO Card Centre,
- temporary address in the Czech Republic,
- address of the permanent residence,
- identity card number,
- country,
- organizational unit at the VSB-TUO,
- type of relationship with the university,
- the end of the relationship with the university.

3.11. When registering a user in categories: the external user, the external-student, and the external-foreign user, a user card, i.e. the chip card, is issued for the user in cooperation with the VSB-TUO Card Centre, and a personal number is assigned to the user. For this purpose, the following identification data are transmitted to the Card Centre database: first name and

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surname, date of birth, and electronic address. The personal number assigned by the Card Centre is an obligatory part of the identification data in the CL user database. The chip card with a barcode, i.e. the name of the user card number, issued in a name, is necessary for the realization of checking out loans (and take them out of the library) and for other possible services of the CL.

#### **4. Additional Personal Contact Information (Optional) Intended to Facilitate Service and Communication with the User**

- a) academic degrees,
- b) any other contact, delivery or temporary address,
- c) other contacts to the user (phone, mobile, e-mail).

#### **5. Service Data**

Data on the user card (issuance, cancellation at loss), data on the subject, on the location and time of the loan check-out/in, on the renewals, holds or reminders, furthermore, notes on the status of the loaned document and information about possible violation of the Library and Circulation Rules.

#### **6. Accounting Data**

Information about executed financial transactions of the user.

#### **7. Legal Data**

Data on the legal actions the CL has taken against a user who is in default. Legal data are also the data specified in the documents by which the user supplies evidence of the facts listed in the Registration of the Internal/External User.

#### **8. The Statistics Data**

Anonymised data on loans and statistical processing of service data.

#### **9. Method of Processing and Protecting Users' Personal Information**

9.1. The CL keeps the user's personal data:

- a) in the original documents, i.e., in the Registration of the Internal/External User
- b) in the university information system and the automated library system.

9.2. The duly completed Registration of the Internal/External User forms are stored in the CL premises with no access for unauthorized persons. Access to these documents is restricted to those CL employees who handle them as part of their work tasks.

9.3. The database of users in the CL library system created using an automated library system is located on the server of the Centre for Information Technology (hereinafter referred to as the 'CIT').

9.4. Only authorized persons, the CL and CIT employees, have access to the database in the CL library system and to the university information system through their personal password in connection with the fulfilment of their work responsibilities within the services for the users



and the administration of the library system.

- 9.5. The CL employees are obliged to process personal data only within the framework of their work assignments and tasks assigned to them within the scope of their employment in the CL to the extent and purpose and in accordance with the GDPR.
- 9.6. The processor of the personal data of CL users in the automated library system is the supplier of this system. The supplier's obligation to proceed in accordance with the provisions of the GDPR is laid down in a contract concluded between the CL and the supplier. Processing under this contract involves, in particular, the storage of information on the information carrier, their retention for the duration of the contract, the transfer of personal data to the Administrator, and the liquidation of personal data.

## **10. Termination of Personal Data Processing and Liquidation**

### **10.1. External User, External-Student, External-Foreign User Category**

Personal data of these categories of users are processed by the CL until the user requests either personally or in writing the deletion of personal data or until a period of one year from the expiration of his/her user card elapses if the user has no obligations towards the library, or one year after the last obligation of the library user has been settled.

### **10.2. Internal-VSB-TUO Employee Category**

Personal data of internal users – VSB-TUO employees are deleted from the user database upon termination of the employment relationship based on presentation of a 'clearance certificate' if the user has no obligations towards the library, or one year after the last obligation of the library user has been settled.

### **10.3. Internal-VSB-TUO PhD Student, Internal-VSB-TUO Student, Internal-VSB-TUO MBA Student, Internal-VSB-TUO Exchange Student, and External-VSB-TUO Graduate User Category**

Personal data of VSB-TUO students, PhD students, MBA students, exchange students, and VSB-TUO graduates are deleted from the users database in connection with the termination of studies at VSB-TUO, at the latest one year after the end of the valid study relationship with VSB-TUO or after one year from the expiration of the graduate card, if the user has no obligations towards the CL, or one year after the last obligation of the library user has been settled.

- 10.4. The relationship with the CL is terminated by the termination of the relationship with the university. The user may be included in the corresponding category of an external user if s/he wants to continue to use the library services and his/her previous obligations are settled.
- 10.5. When changing the user category, it is necessary to fill in and sign a new Registration of Internal/External User.
- 10.6. Personal data of the users in the category external user, external-student, external-foreign user, and internal-retiree are deleted from the database of users in the library system as well as the university information system without delay (within 7 days of the request for termination of the processing of personal data) upon the request of the user who has settled all his/her obligations towards the CL and requests the cancellation of the registration, or

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after the expiration of one calendar year from the time when s/he was obliged to request an extension of its validity and did not do so.

- 10.7. User's personal data are deleted from user databases; data on loans, however, are anonymized for statistical purposes.
- 10.8. The document Registration of the Internal/External User removed from the database, as well as the Request for termination of processing of personal data, are submitted to the VSB-TUO Archives on a continuous basis, at least once a year in the annual review after the registration end date; the lists of one-time users of the CL are also submitted there.
- 10.9. The user's personal data will be processed for as long as the CL provides services and performs a mutual agreement or for the time necessary to fulfil the archiving obligations under applicable laws, such as the Accounting Act, the Act on Archives and Records.

## **11. The Rights of the User as a Subject of Personal Data**

11.1. Every user whose personal data is processed by the CL has the right to request:

- for access to his/her personal data,
- for a correction if s/he finds that his/her data are incorrect or incomplete,
- for portability in machine-readable format,
- for restriction of personal data processing,
- for the right to object to personal data processing,
- for deletion, if s/he has no obligations towards the library.

11.2. In order to exercise these rights, it is possible to contact VSB-TUO as the personal data administrator through the Data Protection Officer via the data box, ID DS d3kj88v, by e-mail at [poverenec@vsb.cz](mailto:poverenec@vsb.cz) or by post at the address VSB – Technical University of Ostrava, 17. listopadu 2172/15, 708 00 Ostrava-Poruba.

11.3. The claim of the user's right as a data subject is subject to verification of the identity of the applicant. Anonymous requests will not be processed.

Identity verification can be done in the following ways:

- sending the request via the data box,
- sending the request by e-mail with a qualified electronic signature,
- the application in a paper form sent by post must be accompanied by an officially authenticated signature of the applicant.

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## Article V: The CL Services

### A. Circulation Services

- a) By lending the document from the library collections, a relationship is established between the CL and the user according to the provisions of Section 2193 et seq. of Act No. 89/2012 Coll., the Civil Code<sup>1</sup>.
- b) The loans are carried out in accordance with the library's mission and the provisions of Act No. 121/2000 Coll., the Copyright Act.

#### 1. Lending Procedures

- 1.1. Documents from the library collection are lent to the library users upon submission of a valid user card through the electronic paperless system. The signature on the Registration of the Internal/External User, in which the user expresses his/her consent to the paperless circulation system, is legally binding for each borrowed document of the given user.
- 1.2. Prior to borrowing, the user is required to inspect the document and report any possible faults to the librarian.
- 1.3. The loan is closed when it is recorded electronically (by scanning the barcode from the document) in the automated system of the Central Library and is not accompanied by any written confirmation.
- 1.4. **Loan Processing Options**
  - a) The CL librarian registers the loan by scanning the document barcode into the user's account. The user opens the account him/herself by attaching his/her chip card to the chip card reader. The librarian then registers the loan in this account by scanning the barcode from the loaned document. The librarian records any possible document defects in a note. The user is required to visually inspect all operations in his/her account on the PC screen. S/he can also request a printout of the current state of loans in his/her account.
  - b) In the Central Library, the user can carry out the loan independently using the self-check device. The user places his/her chip card on the reading device and follows the instructions on the device's display. Self-check can be used for printing a loan receipt or sending it by email.
- 1.5. ILL users (legal entities) are lent documents from the library collection in accordance with general legal regulations on ILL.

#### 2. Inter-Library Loan Services

- 2.1. If the document is not in the Central Library collections, the library shall provide the user with
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<sup>1</sup> Act No. 89/2012 Coll., the Civil Code: By the loan agreement, the lender leaves the borrower a non-consumable thing to the borrower and undertakes to allow him/her to use it free of charge on a temporary basis. The borrower acquires the right to use the thing in the manner agreed and, if it has not been agreed, in a manner commensurate with the nature of the thing. The borrower is not entitled to leave the thing to another person without the permission of the lender. The lender leaves the thing to the borrower in a condition that is fit for use.

precise bibliographic references for borrowing the document or delivering a copy thereof through an interlibrary service from another library pursuant to Section 14 of the Library Act and Sections 2 and 3 of the Decree of the Ministry of Culture No. 88/2002 Coll.

- 2.2. In this case, the lending library defines the nature of the loan and the loan period.
- 2.3. When submitting requests for interlibrary and international interlibrary loan services, it is necessary to consider the length of delivery, the length of loan specified by the lending library, and the form of lending, mostly in the study room only. Therefore, it is possible to enter 5 requests at a time at maximum.

### 3. Loan Periods

#### 3.1. Loan periods for individual user categories:

User category	Abbreviation	Number of all loans	Length of the loan period	Number of renewals
internal-PhD student	IDO	100 items	60 days	2x
internal-retiree	IDU	10 items	30 days	1x
internal-student	IST	30 items	30 days	2x
internal-exchange student	ISTA	10 items	30 days	1x
internal-employee	IZA	100 items	60 days	5x
internal-MBA student	MBA	30 items	30 days	2x
external-graduate	EXA	5 items	30 days	1x
external-student	EXS	15 items	30 days	1x
external-user	EXU	5 items	30 days	1x
external-foreign user	EZU	5 items	14 days	1x
guest	HOST	0 items	0 days	0x

#### 3.2. Special loan periods by user category and document category (number of days of loan period)

1. FBI documents – FBI audiovisual documents intended for educational use
2. MBA documents – documents intended exclusively for MBA studies
3. Electronic devices – eBook readers
4. Short-term loan from the study room – reference materials borrowed over the weekend or on library closing days
5. ILL – documents borrowed through the inter-library loan service
6. Personal unlimited loan – departmental library collections
7. Proceedings of professional events (personal extended loan) – conference proceedings
8. Seven-day loan – shortened loan period for highly requested documents
9. Loan from the deposit library – departmental library collections

	1.	2.	3.	4.	5.	6.	7.	8.	9.
IDO	0	0	30 <sup>2</sup>	3	30	1460	1460	7	10
IDU	0	0	30 <sup>2</sup>	3	0	0	0	7	0

<sup>2</sup> Two renewals, each for 30 days.

IST	0	0	30 <sup>2</sup>	3	0	0	0	7	10
ISTA	0	0	0	3	0	0	0	7	0
IZA	1	0	30 <sup>2</sup>	3	30	30000	1460	7	10
MBA	0	90 <sup>3</sup>	0	3	0	0	0	7	0
EXA	0	0	0	0	0	0	0	7	0
EXS	0	0	0	0	0	0	0	7	0
EXU	0	0	0	0	0	0	0	7	0
EZU	0	0	0	0	0	0	0	7	0
HOST	0	0	0	0	0	0	0	0	0

- 3.3. When borrowing, the user is informed how long the item can be used. The user is required to check the due date of the loans via the Central Library Catalogue web interface in the 'My account' menu<sup>4</sup>.
- 3.4. The user is notified by e-mail that the loan period for the borrowed document expires in three days.
- 3.5. The loan period may be renewed depending on the user's category if the borrowed document is not required by another library user. Users can request the renewal of the loan period in person, by telephone, by e-mail<sup>5</sup>, or they can make renewals by themselves using the Central Library Catalogue web interface in the 'My account' menu.
- 3.6. In the case of high-demand literature, the library staff may temporarily cancel the possibility of the loan period renewal.
- 3.7. If the user has a borrowed library document that is subject to a reminder or unpaid fee, s/he cannot borrow another library document.
- 3.8. The loan period for documents borrowed from the Central Library as an inter-library loan (ILL) is governed by the inter-library loan service and international inter-library loan service regulations and is set individually by the librarian, but usually for 30 calendar days.
- 3.9. Inter-library loans (ILL) and international inter-library loans (IILL) are subject to a special lending regime and comply with the ILL and IILL service regulations. The loan periods are set according to the instructions of the lending library. For the categories internal-student user, internal-retiree, external user, external-student, external-foreign user, external-graduate, ILLs are lent only as an in-house loan, available for full-time study at the library's study rooms. In the event that the lending library determines that a document can be accessed in the study room only, we are obliged to respect this requirement.
- 3.10. Certain documents from the library collection can be used only as an in-house loan, in study rooms for full-time study (magazines, historical collections, encyclopaediae, expensive monographs, ČSN standards, VSB-TUO and information sources on CD-ROM).

## 4. Reservation

- 4.1. Reservations can only be applied to loanable documents that are currently on loan.
- 4.2. The user may have five outstanding reservation requirements at the same time, with the exception of internal university staff and libraries within the ILL service, for which the limit is

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<sup>3</sup> One renewal, for 30 days.

<sup>4</sup> <https://katalog.vsb.cz/>

<sup>5</sup> [knihovna@vsb.cz](mailto:knihovna@vsb.cz)

set to ten reservations.

- 4.3. The user is notified when the reservation is ready (usually by e-mail) and is asked to collect the reserved document at the relevant department of the Central Library.
- 4.4. The user have to claim the reservation within five working days after being notified.
- 4.5. The user is obliged to pay the contractual fee for each unclaimed reservation (see the Price List).
- 4.6. The reserved document can be collected via the pick-up locker – Bookomat. The user can select the pickup department when requesting a hold.<sup>6</sup> After being notified, the reservation is ready to collect in the Bookomat, the user has three calendar days to do so.

## **5. Order of Documents from the Location ÚK/Sklad knih**

- 5.1. Only documents with the location ÚK/Sklad knih can be ordered through the Central Library Catalogue web interface.
- 5.2. The user is informed about the order handling (usually by e-mail) and is asked to borrow the ordered document.
- 5.3. The ordered document is ready to borrow by the applicant five working days from order processing.
- 5.4. Ordering a document is free of charge.
- 5.5. The ordered document can be collected in the pick-up locker – Bookomat. The user can select the pickup department when requesting a hold.<sup>6</sup> After being notified that the order is ready to collect in the Bookomat, the user has three calendar days to do so.

## **6. Returning the Loan**

- 6.1. The user is obligated to return the loan no later than the day the loan period expires.
- 6.2. The user is obligated to return the loan in the condition s/he borrowed it. S/he must not lend the borrowed item to other persons and is responsible for it all the time it is borrowed.
- 6.3. **Loan Return Options**
  - a) The loan is returned when it is electronically recorded in the Central Library automated library system and is not accompanied by any written confirmation. The deletion of loan record from a user's account is performed by a librarian by scanning the barcode of the document. The user is required to check this action on the PC screen.
  - b) In the Central Library, the user can return the loan independently using the self-check device. The user places his/her chip card on the reading device and follows the instructions on the device's display. Self-check can be used for printing a return receipt.
  - c) Outside library opening hours, the user can return the loan using the book return box<sup>7</sup>

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<sup>6</sup> Pick-up locker – Bookomat is located on the university campus in Ostrava Poruba, near the parking lot next to the Central Library building.

<sup>7</sup> The book return box is located in the premises of the Faculty of Safety Engineering (Lumírova 13/630, Ostrava-

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or the Bibliobox<sup>8</sup>. In this way, the returned loan will be written off from the user's account the next business day. The Bibliobox or book return box cannot be used to return Electronic Device Loan or ILL and IILL.

- 6.4. Internal users are required to return the loans and settle their financial obligations simultaneously with the termination of their study, employment, or other similar relationship with the university.

## **B. Other CL Services**

### **1. Provision of Information Services**

- 1.1. The information services listed in these Library and Circulation Rules are provided by the Central Library orally, by telephone, and by e-mail.

### **2. Provision of Reprographic Services**

- 2.1 The reprographic services of the Central Library are a paid service. Employees and PhD students of the VSB-TUO are provided with these services free of charge, but only if those copies are of the documents from the Central Library collection which are not lent outside the library.
- 2.2 The making of copies of documents from the Central Library collection is provided on the Library's premises. The price per copy is determined by a valid price list.
- 2.3 When making any reproduction, the user is obliged to abide by Act No. 121/2000 Coll., the Copyright Act, in particular Section 30, which states that "The person who makes a record, reproduction or imitation of a work for his/her personal use does not violate the copyright." And also that "a copy made for personal use must not be used for any other purpose."

### **3. Provision of Electronic Services**

- 3.1 Services available through websites:

- a) access to the user's personal account through the Central Library Catalogue,
- b) the possibility of renewal of the loan,
- c) placing a hold on borrowed documents (reservation),
- d) ordering of documents from the location ÚK/Sklad knih,
- e) access to electronic versions of VSB-TUO theses on the basis of allocated access rights,
- f) access to paid electronic information resources in accordance with license agreements.

- 3.2 In the premises of the Central Library, registered users are allowed access to the Internet

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Vyškovice) in the area near the locker room.

<sup>8</sup> The Central Library uses two Biblioboxes: The bibliobox located in the of VSB-TUO premises in Ostrava-Poruba at the entrance to the UK building ("University Library") and the Bibliobox at the entrance to the building of the Faculty of Economics (Sokolská třída 33, Ostrava 1).

services, freely available information resources, and paid information resources in accordance with the licensing terms of the service provider.

#### **4. Lending of Electronic Devices**

- 4.1. The Central Library lends electronic e-books readers (also referred to as the “readers” or “electronic devices”) to registered internal users.
- 4.2. The conditions for lending an electronic device are governed by the Electronic Device Loan Agreement, the valid Library and Circulation and the Civil Code. By signing the Electronic Device Loan Agreement, the user undertakes to observe the conditions for using the electronic device loan.
- 4.3. The user can borrow an electronic device in a designated location (usually in study rooms) only after prior ordering in the library system.
- 4.4. The user can order and then borrow only one electronic device.
- 4.5. An electronic device that is lent or unavailable can be reserved under the normal conditions for placing hold on unavailable books.
- 4.6. The loan period is 30 days without any further renewal. If the electronic device is not requested by another user, the user can re-borrow it after the previous return.
- 4.7. If the user does not return the electronic device on the specified day when the end of the loan period expires, s/he is obliged to pay the contractual penalty for delay and the contractual penalty for the 3rd reminder if this was sent. The amount of the contractual penalty for delay and the method of calculation by the library system are listed in the Price List. Reminders and methods of enforcement are governed by these Library and Circulation Rules.
- 4.8. The user is obliged to return the electronic device to the Central Library workplace where the Electronic Device Loan Agreement has been concluded, in a fully functional state with accessories and deleted content.
- 4.9. To verify functionality, the device must be charged to at least 80% of the capacity. If it is not possible to verify the functionality of the electronic device, the library employee will not take over the device from the user.
- 4.10. If the user does not return the borrowed electronic device or returns it in a state in which it can no longer serve its purpose, the library is entitled to charge a contractual penalty equal to the purchase price of the electronic device. If the user does not return an item of accessories or returns them to a state in which they can longer serve their purpose, they are obliged to pay the contractual penalty according to the valid Price list.



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## Article VI: Non-Repayable Loans, Losses and Refunds, Contractual Penalties

### 1. Recovery of Unreturned Loans

- 1.1. If the user does not return the borrowed item after the loan period expires, s/he will be called by the Central Library through the three reminder notices to do so. After exceeding the loan period, the automated library system generates overdue notices in the user's account. The first and second overdue notices are sent by post or e-mail, depending on the user's choice. The final (i.e., the third) is sent as a Registered Letter with Certificate of Delivery to the user's permanent address. After three unsuccessful overdue notices, the recovery by legal action may follow, of which the user is informed by the Notice of Intention to Commence Legal Proceedings. Moreover, all services are blocked for the user.
- 1.2. Reminders are generated and sent on the following dates:
  - I. **1<sup>st</sup> Overdue Notice** – the day after the day on which the specified loan period expired
  - II. **2<sup>nd</sup> Overdue Notice** – within 16 calendar days after the date on which the specified loan period expired
  - III. **Final (3<sup>rd</sup>) Notice: Urgent Call for Immediate Return of the Loan/s** – within 31 calendar days after the date of expiration of the specified loan period
  - IV. **Notice of Intention to Commence Legal Proceedings** – within 61 calendar days after the date of the expiration of the specified loan period
- 1.3. A copy of the Notice of Intention to Commence Legal Proceedings, together with other evidence of receivables, is immediately handed over by the authorized employee of the Central Library to the relevant department of VSB-TUO that will further collect the claim.
- 1.4. If the user does not return the borrowed item within the specified time limit, s/he is obliged to pay the contractual penalty for sending the Urgent Call Urgent Call for Immediate Return of the Loan/s when sent, as well as the contractual penalty for delay in exceeding the loan period. Its amount is automatically calculated by the library system. The method of calculation is given in the Price List. A contractual penalty for exceeding the loan period is required until the day (including) the borrowed item is returned.
- 1.5. Internal users of the VSB-TUO employees are required to return the borrowed item after the specified loan period has expired. They are exempted from paying a contractual penalty for exceeding the loan period and paying a contractual penalty for sending the Urgent Call, but the reminder notices I-IV are sent to them by internal mail to the university workplace<sup>9</sup>. If they need the borrowed item for longer than the specified loan period, they are required to request a renewal.

### 2. Losses and Refunds

- 2.1. The user is responsible for damages caused to the assets of the Central Library according to generally valid regulations.

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<sup>9</sup> Including the Final (3<sup>rd</sup>) Notice; this notice is not sent with a return receipt to internal users from the university staff.

- 2.2. The user is obliged to report the loss or damage of the borrowed item and to compensate the damage within the time limit set by the library in accordance with the provisions of the Civil Code.
- 2.3. The Director of the Central Library decides on the method of compensation. The lost document can be replaced by:
  - a) a copy of the same document in the same edition and book binding,
  - b) a copy of the same document in a later edition,
  - c) another document whose content corresponds to the profile of the library and its price comparable to the lost document,
  - d) financial compensation.
- 2.4. The amount of the financial compensation is determined by the Director of the Central Library, usually in the amount of the purchase price of the item. The user is always required to pay the overheads associated with the administrative handling of the lost item according to the current Price List.

### **3. Contractual Penalties and Charges for Violating the Library and the Circulation Rules**

- 3.1 By the registration and signing the document Registration of the Internal/External User, the user accepts the conditions for the provision of services set out in these Library and Circulation Rules, including the contractual fines and fees applicable to each individual loan.
- 3.2 Contractual penalties for breach of the Library and Circulation Rules and fees are set out in the Price List, which forms Appendix 2 to these Library and Circulation Rules, and it is an integral part of it. Contractual penalties are due on the day following the day of the breach of the obligation, which is secured by a contractual penalty. The fee is payable on the day the chargeable event occurred.
- 3.3 Users who violate the Library and Circulation Rules will be charged the following contractual penalties and fees:
  - a) contractual penalties for exceeding the loan period, for sending the Urgent Call with a return receipt, and for other costs associated with the recovery of unreturned loans and the administrative handling of lost items,
  - b) the fee for unclaimed reservation,
  - c) contractual penalties for exceeding the loan period for an electronic device, for sending the Urgent Call with a return receipt, and for failing to return or damaging an electronic device or its accessories.

## Article VII: Final and Transitional Provisions

### 1. Final Provisions

- 1.1. The user can become familiarized with the Library and Circulation Rules in a paper form in all departments of the Central Library that provide services to users. Their electronic form is published on the Central Library website<sup>10</sup>. The user declares that s/he will follow the current version of the Library and Circulation Rules.
- 1.2. The legal relations of users, readers and the CL are governed by the laws of the Czech Republic.
- 1.3. The courts of the Czech Republic have jurisdiction to hear disputes arising from legal relations.
- 1.4. If the legal order allows the local jurisdiction of the court to be established, it is the court in whose district the VSB-TUO headquarters is located.

### 2. Transitional Provisions

- 2.1 Unless otherwise specified, the rights and obligations of the CL and its users are governed by the provisions of the Library and the Circulation Rules, even if such rights and obligations arose prior to its effective date.
- 2.2 The loan due date commenced prior to the effective date of this version of the Library and Circulation Rules remains unchanged.
- 2.3 Compensation for damages incurred in connection with a loan effected prior to the effect of this version of the Library and Circulation Rules shall be governed by the wording of the Library and Circulation Rules in force at the time of the conclusion of the loan agreement. If the person who is responsible for the damage agrees, compensation for damages is governed by these Library and Circulation Rules.
- 2.4 Contractual penalties for which the right for the Central Library arose before this version of the Library and the Circulation Rules came into effect are governed by the wording of the Library and Circulation Rules in force at the time of the conclusion of the loan agreement to which the contractual penalty is related.

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<sup>10</sup> <https://knihovna.vsb.cz/en/-knihovne/dokumenty/rad/>; these Library and Lending Rules are also published for internal users on the VSB-TU Ostrava website in the Quality Management section, see Controlled System Documents (SME - Directives), <https://www.vsb.cz/docs/files/cs/c82bca41-f81e-4b47-88f4-39c3e8967123>

## **Appendices to the Library and Circulation Rules**

The following appendices are an integral part of the Library and Circulation Rules:

**Appendix 1** : Registration of the Internal/External User of the VSB-TUO CL Services

**Appendix 2** : Price List of Fees, Contractual Fines, and Paid Services of the VSB-TUO CL

**Appendix 3** : Application for the Termination of Registration of the Internal/External User of the VSB-TUO CL Services

**Appendix 4** : The Electronic Device Loan Agreement

## Appendix 1: Registration of the Internal/External User of VSB-TUO CL Services

### Registration of Internal/External User of VSB-TUO Central Library Services

**Surname:** ..... **Name:** .....

**Date of birth:** .....

**Permanent address\*:**.....--.....

**Contact address if different from the permanent address\*:**  
.....

(optional, not filled out by the VSB-TUO employee)

**Phone\*:** (optional) ..... **e-mail\*:** (optional).....

As of the date of signing this registration, a contractual relationship is established between the user and the VSB-TUO Central Library (VSB-TUO CL) on the use of library services and lending from the library collection in accordance with the Library and Circulation Rules of the of the VSB – Technical University of Ostrava Central Library (hereinafter referred to as the ‘Library and Circulation Rules’. The protection of user personal data is dealt with in the Library and Circulation Rules.

#### Statement of the VSB-TUO CL User

1. I declare that I have demonstrably acquainted myself with the Library and Circulation Rules, including the Appendices, which I confirm below with my signature and I undertake to observe them, always in their current version.
2. I agree with the paperless circulation system. Registration of the loan (check-out), its renewal, and return (check-out) is not accompanied by any written confirmation. I will personally check the PC screen for borrowing and returning documents. The signature on this statement is legally binding for all of my loans.
3. In case of non-observance of the prescribed period of loan or in case of failing to return, losing, or damaging the borrowed items, I undertake, in particular, to pay the appropriate contractual penalties, fees, or overheads in accordance with these Library and Circulation Rules in the amount according to the current Price List (the Price List of Fees, Contractual Penalties and Paid Services of the VSB-TUO CL, which forms Appendix 2 to the Library and Circulation Rules and forms an integral part of the Library and Circulation Rules).
4. In the event of a breach of the conditions set out in the Library and Circulation Rules, I agree with the payment of contractual penalties according to the current Price List.
5. I will only use licensed electronic information resources to my own needs and for non-commercial purposes. I am aware of the fact that these resources are purchased with the license only for educational and study purposes. If I breach this provision, I will bear all the consequences.
6. I will use reprographic copies of documents in accordance with applicable regulations only for my own needs and will respect the ethics of their quoting.
7. By signing the registration, I confirm that I undertake to respect and abide by the terms and conditions of the Library and Circulation Rules.
8. This registration is made in two copies, one of which is intended for the user and the other is stored in the VSB-TUO CL. After removing the personal account from the registration database of the VSB-TUO CL, the document is shredded.

**Date:** ..... **User’s signature**.....

## Appendix 2 : Price List of the VSB-TUO CL Fees, Contractual Fines and Paid Services of the VSB-TUO CL

### Price List of Fees, Contractual Fines and Paid Services of the VSB-TUO Central Library

<b>I. Fees</b>	
<b>Registration and issuance of a user ID</b>	
Registration of all internal users <sup>11</sup> and users in the external-student and external-graduate categories	<b>free of charge</b>
Issuing a chip card for external-student, external user and external-foreign user	<b>CZK 70.00</b>
One-year (12 months) registration for external user and external-foreign user	<b>CZK 100.00</b>
Deposit for lending an anonymous chip card entitling to one-time entry into VSB-TUO CL	<b>CZK 70.00</b>
<b>Unclaimed hold fee</b>	
In the event that the requested hold is not claimed, the fee will be credited to the user's account.	
For each document reserved	<b>CZK 5.00</b>
For each document reserved/ordered to the Bookomat Poruba	<b>CZK 50.00</b>
<b>II. Contractual penalties<sup>12</sup></b>	
Contractual penalty for exceeding the specified loan period (for each document)	<b>CZK 20.00</b>
Contractual penalty for sending the <b>Urgent Call</b> with a return receipt	<b>CZK 80.00</b>
Contractual penalty for exceeding the loan <b>for each document and for each commenced calendar day</b> by which the loan period is exceeded	<b>CZK 1.00</b>
Contractual penalty for exceeding the loan period for loans from the reading room and loans from the departmental library <b>for each document and for each commenced calendar day</b> by which the loan period is exceeded	<b>CZK 20.00</b>
Recovery by legal action	<b>according to the amount of the costs involved</b>
Contractual penalty for failure to return each borrowed item	<b>financial compensation in the amount of the purchase price of the document</b>
<b>Losses and refunds</b>	
The Director of the Central Library decides on the method of compensation according to the Library and Circulation Rules (see Article VI of the Library and Circulation Rules).	

<sup>11</sup> internal-employee, internal-PhD student, internal-student, internal-MBA student, internal-exchange student, internal-retiree, i.e. former employee of VSB-TUO

<sup>12</sup> does not apply to internal users of the university staff

Overhead costs associated with administrative handling of the non-returned item (for each lost or non-returned and replaced document)	<b>CZK 25.00</b>
<b>III. Paid services</b>	
<b>Interlibrary and international interlibrary loan service (ILL and IILL)<sup>13</sup></b>	
For internal users	<b>free of charge</b>
For external users	<b>charged according to the price list of the providing library</b>
<b>If the document requested via ILL/IILL service is not claimed or the ILL/IILL request is not cancelled in time, the user of any user category will be charged the full cost according to the price list of the providing library.</b>	
<b>Reprographic services</b>	
Only copies from documents from the VSB-TUO Central Library collection are made on attended copiers. Copies made can be in A4 format, only one-sided. The applicant may request to reduce or enlarge the original in accordance with the copier options. The resulting financial amount for the copies made on attended copier and prints is rounded up to the whole crown. In the case of copier where copying and printing is realized through SafeQ, it is not possible to pay for copies and prints in cash.	
<b>Fees for copies with attendance</b>	
1 copy of A4 format	<b>CZK 1.50</b>
<b>IV. Fees and contractual penalties for electronic devices loan</b>	
Reservation of an electronic device	<b>free of charge</b>
Lending an electronic device	<b>free of charge</b>
Contractual penalty for exceeding the loan period <b>for each commenced day</b> by which the loan period is exceeded	<b>CZK 20.00</b>
Contractual penalty for non-returned or non-functional item of electronic device accessories	<b>CZK 300.00/item</b>
Contractual penalty for non-refundable or non-functional electronic device	<b>compensation in the amount of the acquisition cost of the original electronic device</b>

<sup>13</sup> see Section 4 Subsection 2 (b) and (c) of the Library Act

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### Appendix 3 : Application for the Termination of Registration of the Internal/External User of the VSB-TUO CL Services

#### Request to Terminate the Registration of the Internal/External\* User<sup>14,15</sup> of the VSB-TUO Central Library Services

I, .....,  
(legible name and surname),  
personal number, .....

hereby I declare that I have settled all my obligations towards the VSB-TUO Central Library (VSB-TUO CL) and I do not wish to continue to be its user.

Therefore, I am requesting to cancel my registration at the VSB-TUO CL.

In Ostrava on: ..... Signature: .....

Accepted by: ..... on: .....

Verification of obligations made on: .....

With the result: .....

Performed by: .....

Personal data were removed from the Card Centre database and the user database of

VSB-TUO CL on: .....

Performed by: .....

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<sup>14\*</sup> Delete as appropriate.

<sup>15</sup> The application must be submitted in writing (in person or by post). Prerequisites are all obligations and receivables towards the VSB-TUO CL settled. The unused registration fee is not refunded.



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## Appendix 4: The Electronic Device Loan Agreement

### Electronic Device Loan Agreement concluded between the following Contracting Parties:

**I. Lender:**

VSB – Technical University of Ostrava  
Central Library  
with its registered office: 17. listopadu 15, 708 33 Ostrava – Poruba  
ID: 61989100  
represented by ....., authorized to sign the agreement

and

**II. Borrower:**

Name and surname: ..... Personal number: .....  
Date of birth: .....  
Domiciled at: .....

1. By the loan agreement, the lender leaves the borrower an electronic device that is specified below in this agreement and undertakes to allow it to be used free of charge on a temporary basis. The borrower is entitled to use the electronic device subject to the terms and conditions set forth herein and the Act. No. 89/2012 Coll., Civil Code, as amended.

**Electronic device specification:**

Name and type of the device: .....  
Inventory number: ..... Barcode: .....  
Accessories list: USB cable, charger, .....  
Purchase price of the electronic device incl. packaging: .....

2. The Borrower is required to take care of the electronic device with due care and to take care, taking into account its nature, so that no damage is caused to it. The Borrower undertakes to protect the electronic device against loss and theft. The Borrower is obliged to use the electronic device (reader) in the usual way, i.e. to read electronic documents. The Borrower is not authorized to give the electronic device to another person without the permission of the Lender. The Borrower claims to have been instructed by the Lender how to use the device.
3. The Borrower undertakes to use the electronic device in such a manner that the rights of third parties, in particular copyright are not violated, or Act No. 121/2000 Coll., Copyright Act, as amended is not otherwise infringed.
4. The loan period is set at 30 days from the date of the conclusion of this agreement. In the event of a later return of the electronic device, the borrower is obliged to pay the contractual penalty according to the valid Price List, which is part of the Library and Circulation Rules of the VSB – Technical University of Ostrava Central Library (hereinafter referred to as the 'Library and Circulation Rules'). The Borrower declares that s/he has become familiarized

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with the text of the Library and Circulation Rules, including the appendices and the Price List, and s/he undertakes to abide by their current wording. The current version is always available on the VSB-TUO Central Library website<sup>16</sup>. The loan period means the loan period according to the Library and Circulation Rules.

5. The contract is concluded for a fixed term, until .....
6. The Borrower is obliged to return the electronic device to the library workplace where this agreement was concluded, fully functional, charged min. to 80% of the capacity, with accessories and deleted content. If it is not possible to verify the functionality of the electronic device, the library employee will not take over the electronic device from the borrower.
7. Both parties have expressly agreed that if the Borrower does not return the electronic device within the specified time limit, s/he is required to pay the contractual penalty for exceeding the loan period and the contractual penalty for the 3rd reminder if it was sent. The amount of the contractual penalty for exceeding the loan period and the method of calculation by the library system are listed in the Price List. Reminders and methods of enforcement are governed by the Library and Circulation Rules.
8. Both parties expressly agree that if the borrower does not return the electronic device or returns it in a state in which this electronic device can no longer perform its function, s/he is obliged to pay a contractual penalty in the amount of the purchase price of the electronic device, i. e CZK .....
9. If the Borrower does not return an item of the electronic device's accessory or returns it in a state in which this accessory can no longer perform its function, s/he is obliged to pay a contractual penalty according to the current valid Price List.
10. Issues not governed by this agreement are governed by the Library and Circulation Rules, as amended, and by the Civil Code in the version effective on the date of signature of this agreement.

In Ostrava on .....

Signature of the Lender: .....

Signature of the Borrower: .....

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Electronic device was returned without defects on: .....

Signature of the library employee: .....

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<sup>16</sup> <https://knihovna.vsb.cz/cs>

## The List of Changes and Revisions of the Controlled Document

Version	Date	Change / revision content	Name and signature of the document guarantor
A	10.5.2007	Integration of the existing document "Rector's Directive No. 3/2004" incl. Supplement No. 1 of 10 April 2006 to the Controlled Documentation.	Mgr. Daniela Tkačíková
B	1.10.2007	Document updated	Mgr. Daniela Tkačíková
C	18.9.2008	Document updated – change of loan periods (Article 11), shortening of the process of recovery of non-returned loans (Article 14), specification of compensation for lost documents (Article 19) changes in the price list of fees and paid services (Appendix 2)	Mgr. Daniela Tkačíková
D	11.4.2011	Document updated – especially the specification of the wording for facilitating the recovery of the non-returned borrowed documents by legal action and the contractual penalties for exceeding the loan period, based on the recommendation of a lawyer (especially in Articles 3, 4, 8, 9, 14, paragraph V, Appendices 1 and 2); change in organizational integration (Article 1, point 2).	Mgr. Daniela Tkačíková
E	5. 3. 2012	Document updated	Mgr. Daniela Tkačíková
F	2. 6. 2014	Document updated – modification in connection with the change of the Civil Code, the return of the borrowed document via a return box (Article 13 d), Lending electronic devices (Article 19), Contractual penalties (Article 21, point 3) Appendix 5, update of the Price List – IV Fees and contractual penalties for lending electronic devices.	Mgr. Daniela Tkačíková
G	23.2.2015	Document updated – changes related to the use of the new automated library system and specification of the text in Article 3, point 2; detailed information on the category of users in Appendix 3 Instruction on the Protection of Personal Data of Users of the VSB-TUO Central Library	Mgr. Daniela Tkačíková
H	5.5.2016	Document updated – changes related to the introduction of a graduate card - Alumni card: p. 3, 2, new point 3, p. 4, Article 3, new point 5, specification of points 7, 9 and 11; p. 20 – specification of the personal data source in the External-graduate category; p. 22 – specification of termination of processing personal data and their liquidation for the External-graduate category.	Mgr. Daniela Tkačíková

CH	12.12.2017	Updates and specification: Article 1, paragraph 7) on departmental libraries, supplemented by the PUL (Personal Unlimited Loan) regime, Article 4, paragraphs 6, 10, 12, 13, supplemented by paragraph 11. Addition and specification of Article 11, paragraph a), footnote 5. Updated Article 20, paragraphs c), d), e), h). Updated Appendix 2 – I Fees: increased registration fee. III Paid Services – supplemented by the external-graduate category. Search services – Article 6 was modified, Article I8 removed.	Mgr. Pavla Rygelová
I	17.9.2018	Document updated	Mgr. Pavla Rygelová
J	16.9.2019	Article III – added points 1.6 and 4.1.1 b) internal-doctoral student; Article IV - added points 3.2 (internal doctoral student) and 10.5; Article V – added points 2.3 (interlibrary loan service), modified point 3.1; Annex 2 – Price List – added new Contractual Penalties	Mgr. Pavla Rygelová
K	3.8.2020	Annex 2 – Price List, III. Paid services, Interlibrary and International Interlibrary Loan Service	Mgr. Pavla Rygelová
L	20.8.2021	The University name and abbreviation and address throughout the document corrected. Article I, point 5) added Guideline TUO_PKP_20_001 and TUO_PKP_08_001 Article I, point 8) wording modified in line with Guideline TUO_SME_04_005 Article III, points 2.1, 2.6. – added the definition of a key fob as a supplement to the employee and student identification card which does not replace the user card. In Article V, point 3.1 modified and point 3.2 added - Special loan periods according to user and document category In Article V, points 4) and 5): the length of time for retrieving reserved and ordered documents has been harmonised	Mgr. Pavla Rygelová
M	1.12.2021	Article I, point 3: change in organisational inclusion. Article VII, point 3.2: correction related to change in organisational inclusion. Formal adjustments throughout the document.	Mgr. Pavla Rygelová
N	1.1.2023	Article V, A, point 1.4 b and 6.3 b: new service, self-check device Article V, A, point 4.6 and 5.5: new service, pick-up locker Bookomat Appendix 2: Price List: price update	Ing. Jana Pohludková