



# CZECH STUDIES ON-LINE EVENING COURSE

## ORGANISATIONAL TERMS AND CONDITIONS

### I. Details of course organiser (hereinafter the “Faculty of Arts”)

Charles University, Faculty of Arts,

Registered Office: nám. Jana Palacha 2, 116 38 Prague 1,

Id. No.: 00216208, Tax Id. No.: CZ00216208,

bank details: Komerční banka a.s., account No.: 85631011/0100, variable symbol 618 001

IBAN: CZ960100000000085631011

SWIFT: KOMBCZPPXXX

branch address: Komerční banka, Celetná 567/30, 110 01 Prague 1,

telephone: + 420 221 619 378

email: czechstudies@ff.cuni.cz

### II. Basic information on the “Czech Studies online evening course” programme (hereinafter the “Course”)

Content of the programme: Online Evening Course of Czech language – in the Czech courses for foreigners, provided by Institute of Czech Studies, Faculty of Arts of the Charles University

Teaching hours: 4 teaching hours per week, combination of synchronous and asynchronous learning

Registration fee: CZK 1 000 (in words: one thousand Czech Crowns),

Price of the Course: CZK 9 900 per semester (in words: nine thousand and nine hundred Czech Crowns)

### III. Organisational terms and conditions

#### a) *Introductory Provisions*

1. The Legal Representative declares that (s)he agrees with the student’s participation in the Course.
2. The student is obliged to properly attend the Course, exert maximum effort to meet the objectives of the Course, and follow the instructions of the Faculty of Arts or persons authorised by the Faculty relating to the Course and its accompanying activities.

#### b) *Course price, payment and cancellation terms*

1. The Student declares that (s)he has paid into the above-specified bank account a non-refundable registration fee in the amount of CZK 1 000 (in words: one thousand Czech Crowns), and that the payment receipt is attached to the application form.
2. The Student agrees to pay the price of the Course CZK 9 900 CZK until 28 July 2022 into the bank account of the Faculty of Arts, as specified at the top of this document, with the specified variable symbol, or via online/cash payment until 1 September 2022.
3. The Course Fee is non-refundable in case of: failure to commence studies in the programme as of the date of its commencement (enrolment); in case of termination of participation in the programme during the Course period at the request of the Student or due to his/her expulsion from the Course by the administrator.
4. In case of cancellation of the application sooner than 30 days prior to the beginning of the Course, the Course Fee, if already paid, shall be refunded in full.

#### c) *Basic rights and obligations*

1. The Faculty of Arts has the right to cancel the Course without refund due to extraordinary organisational difficulties, such as natural disasters, up until the start of the Course. If this is the case, the Student cannot claim an alternative programme or reimbursement for any costs or damages. The Faculty of Arts agrees to

inform the Student and his/her Legal Representative of the cancellation of the Course as soon as possible before commencement of the Course and to return the Course Fee within 30 days of notice of the cancellation. The Student shall be offered the possibility of participating in the Course on an alternative date.

2. The Faculty of Arts will inform the Student at the beginning of the Course of its exact programme and the applicable organisational and safety rules. The Student is obliged to comply with the programme and the safety rules.
3. The Faculty of Arts has the right to expel the Student from the Course if (s)he fails to observe the instructions of the Faculty of Arts or persons authorised by the Faculty relating to the Course and its accompanying activities, or in case of serious disturbance of the Course or its accompanying activities, or in case of gross indecency during the entire term of the Course that could harm the good name of the Faculty of Arts.
4. Upon successful completion of the Course, the Faculty of Arts shall issue a confirmation in the form of an official certificate of completion. This certificate will be given to the Student on the last day of the teaching period.
5. The Student declares that (s)he has an elementary working knowledge of English OR Czech
6. The Legal Representative may at any time in writing deregister the Student from the Course.

#### **IV. Information about the processing of personal data**

##### *a) Personal data controller*

The personal data controller is Charles University, Ovocný trh 560/5, 116 36 Prague 1, ID no. 00216208, contact address: Faculty of Arts of Charles University, nám. Jana Palacha 1/2, 116 38 Prague 1 (the "Controller").

The controller, its employees, and any contractually bound personal data processor have access to the supplied personal data.

##### *b) Personal data protection officer*

Charles University's personal data protection officer may be contacted at the e-mail address [gdpr@cuni.cz](mailto:gdpr@cuni.cz).

##### *c) Scope of processed personal data*

The controller will process personal data in the scope supplied in relation to registration for the Czech Studies on-line program (hereinafter Program). In case of student younger than 18 years old, the controller will process personal data of his legal representative as well.

##### *d) Purpose and legal basis for processing personal data*

The controller will process the supplied personal data for the following purposes:

- 1) Organization of the program, i.e. program registration, preparation of program materials, issuing receipts, contacting people in relation to the program, including sending a satisfaction survey for improving the provided services relating to the program and resolving any discrepancies or disputes that could arise in this context;
- 2) Fulfilling accounting, tax, archival, and similar duties in relation to the relevant institutions or authorities;
- 3) Sending e-mail messages for direct marketing, i.e. offering the controller's products and services, including sending commercial communications.

The legal basis for processing the supplied personal data is the necessity of processing for:

- 1) Fulfilling the contract arising between the data subject and the controller upon registering for the program and whose subject matter is participation in the program, including the resolution of any deficiencies or disputes that could arise during fulfilment of the contract; this legal basis is established under Article 6(1b) of 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) (the "GDPR");
- 2) Fulfilling the legal duties relating to the controller, in particular under:
  - a) Act no. 563/1991 Sb., on Accounting, as amended,

- b) Act no. 586/1992 Sb., on Income Tax, as amended,
- c) Act no. 499/2004 Sb., on Archiving and Filing Services and on changes to certain acts, as amended;  
This legal basis is established under Article 6(1c) of the GDPR;

3) The authorized interests of the controller:

- a) The possibility of the effective protection of the controller's rights during any disputes that could arise as a result of the contract between the data subject and the controller by registering for the program,
- b) Sending commercial communications as set out in Act no. 480/2004 Sb., on certain information society services and on changes to certain acts (Act on Certain Information Society Services), as amended;

This legal basis is established under Article 6(1f) in conjunction with paragraph 47 of the Recitals of the GDPR;

4) The explicit consent provided by completing the optional information in the program registration form; this legal basis is established under Article 6(1a) and Article 9(2a) of the GDPR.

Hence, except for the optionally completed data, processing is possible even without explicit consent based on the above-stipulated legal grounds. It is completely up to data subjects whether they would like to participate in the program, and therefore, the provision of personal data is not in any way mandatory. However, if the personal data indicated by the controller as mandatory for organizing the program are not provided, it will not be possible to participate in the program.

*e) Period of processing personal data*

The controller will process the supplied personal data for a period of at least three years after the end of the program, however, no longer than the period during which it is required to perform its duties under law relating to accounting, taxes, filing services, and archiving, or for a period necessary for ensuring the effective protection of controller's rights when resolving any disputes that could arise in relation to the contract between the data subject and the controller by registering for the program, or for a period based on the rules of the controller of the program.

*f) Transferring personal data*

The controller is entitled to transfer the supplied personal data to a third party either based on an agreement on the processing of personal data or in relation to resolving any discrepancies or disputes that could arise during fulfilment of the program agreement.

*g) Rights associated with personal data protection*

The data subject has the following rights in particular:

- 1) The right to request access to personal data and information relating to what personal data are disclosed, in what manner, and to whom,
- 2) The right to request deletion of the personal data, if the data subject feels that there are no grounds for processing the data,
- 3) The right to request corrections or additions to the personal data, if the data are not precise or complete,
- 4) The right to object to the processing of personal data,
- 5) The right to refuse the processing of personal data until the legitimacy of an objection or complaint relating to the processing of personal data has been resolved,
- 6) The right to request the possibility of transferring personal data to another controller,
- 7) The right to submit a complaint to the supervisory authority, which in the Czech Republic is the Office for the Protection of Personal Data ([www.uoou.cz](http://www.uoou.cz)).

The data subject may exercise its rights vis-à-vis the controller:

- 1) By e-mail with a certified electronic signature sent to the address [gdpr@cuni.cz](mailto:gdpr@cuni.cz);
- 2) Electronically by a data message sent to data box ID piyj9b4;
- 3) On paper with a certified signature delivered by a postal carrier service.

Details relating to exercising rights and other rights of data subjects are specified in the GDPR.

*h) Additional information relating to the program*

As a part of the program, audio, visual, or audio-visual recordings of the program, including photos and verbal discourse of participants, could be made for the media and documentary needs of the controller.