

Pursuant to the third paragraph of Article 354 of the Statute of the University of Maribor (Official Gazette of the Republic of Slovenia, No. 100/2023 – official consolidated text 14 and 31/2024) and the fifth paragraph of Article 19 of the Instructions on Contributions and Evaluation of Costs at the University of Maribor No. 012/N 2/2023/412-SF – official consolidated text 1 of 1 February 2024 (hereinafter referred to as “the Instructions”) and in accordance with Article 77 of the Higher Education Act (Official Gazette of the Republic of Slovenia, No. 32/12 – ZVis – official consolidated text 7 with amendments up to and including 102/23), provisions of the Rules on Tuition Fees and Other Contributions in Higher Education (Official Gazette of the Republic of Slovenia, No. 157/22 and 2/24), provisions of the Rules on Tuition Fees and Accommodation in Public Student Halls of Residence for Slovenian Nationals Without Slovenian Citizenship and Foreign Nationals in the Republic of Slovenia (Official Gazette of the Republic of Slovenia, No. 77/16, 25/19, and 56/22), and the Rules on Examination and Assessment of Knowledge at the University of Maribor No. A4/2009-41AG – official consolidated text 1 (UM Announcements, No. XXXIX-9-2021)

The Faculty of Logistics of the University of Maribor, Registration No.: 5089638049, VAT ID No.: SI 71674705, represented by Dean full prof. Maja Fošner, PhD (hereinafter referred to as “the Member”)

and

ADIL ABDUL RAZAK PILACHERRY (name and surname of the Student),
JASVILLA, MARKET ROAD, KUTHUPARAMBA PO, KANNUR
PIN: 670643, Kerala, India (Student's permanent address of residence),

_____ (Student's personal registration number)

(hereinafter referred to as “the Student”)

(hereinafter referred to as “the Parties”)

hereby conclude the following

STUDY AGREEMENT

I.

The Parties note at the outset that:

- the University of Maribor issued the Call for Enrolment in Postgraduate Study programmes of the University of Maribor in the 2024/2025 academic year on 29/03/2024;
- in the 2024/2025 academic year, the Student is enrolled in the 1st year of part-time study of the postgraduate study programme System Logistics, implemented by the Member.

II.

The Member undertakes:

1. to organise and implement educational process for all courses of the enrolled year of study in accordance with the accredited study programme,

2. to conduct the examination of knowledge in accordance with course syllabi and regulations of the University of Maribor, and to enable the Student to progress through the study programme,
3. to provide the Student with infrastructure and access to relevant literature to fulfil study obligations and do scientific research work,
4. to include the Student in research and development projects as well as programmes of the faculty in accordance with the accredited study programme,
5. to inform the Student in a timely and appropriate manner about the place and time of the implementation of all forms of the educational process, office hours of higher education teachers and other staff, and about other study related matters, and
6. to regularly monitor the quality of the study programme as well as to provide improvements.

III.

The Student undertakes:

1. to regularly fulfil the obligations stipulated by the accredited study programme, implemented by the Member,
2. to comply with the applicable regulations of the Member and the University of Maribor,
3. to regularly pay the tuition fee and other contributions in accordance with this Agreement, the Instructions, and the valid price list of the University of Maribor, and
4. to regularly inform the Member's student affairs office of any change of residence and employment status, and other changes which may affect the exercise of the responsibilities specified in this Agreement.

IV.

The Student is obliged to pay the tuition fee and other study contributions (e.g. contributions for commission exams, enrolment contributions, contribution for the defence of the final work etc.) in accordance with this Agreement, the Instructions, and the invoices issued by the Member.

Student can additionally choose one of the options below:

- a. The Student's tuition fee and other study contributions (e.g. contributions for commission exams, enrolment contributions, contribution for the defence of the final work etc.) shall be paid by _____ (name of the company/institution, headquarters/address), VAT ID No./Registration No.: _____. The Member will invoice the payer for tuition fee payable in a lump sum and other study contributions payable on an ongoing basis or as they are incurred in accordance with provisions of Articles 82 and 83 of the Value Added Tax Act (Official Gazette of the Republic of the Slovenia, No. 13/11 – ZDDV-1 – official consolidated text 3 with amendments up to and including 40/23 – ZDavPR-B). The payer's statement on the payment of all study expenses is considered as accession to debt and is enclosed to this Agreement.
- b. The Student's tuition fee shall be paid by _____ (name of the company/institution, headquarters/address), VAT ID No./Registration No.: _____. The Member will invoice the payer for the lump sum payment of tuition fee in accordance with provisions of Articles 82 and 83 of the Value Added Tax Act (Official Gazette of the Republic of the Slovenia, No. 13/11 – ZDDV-1 – official consolidated text 3 with amendments up to and including 40/23 – ZDavPR-B). The invoice for the payment of other study contributions (e.g. contributions for commission exams, enrolment contributions, contribution for the defence of the final work etc.) shall be issued to the Student.

The payer's statement on the payment of the tuition fee is considered as accession to debt and is enclosed to this Agreement.

V.

In accordance with the price list adopted by the Management Board of the University of Maribor at the 29th regular session of 1 February 2024, the tuition fee for the year of study in which the Student is enrolled in the 2024/2025 academic year amounts to **4.255,00 EUR**.

In accordance with the price list adopted by the Management Board of the University of Maribor at the 29th regular session of 1 February 2024, the enrolment contributions for the 2024/2025 academic year amount to **49.85 EUR** (value added tax excluded).

Student must also reimburse administrative fee to the faculty, if paid by FL UM in the name of student to the Administrative Unit, for the process of issuing a residence permit card and Temporary Residence Permit in the Republic of Slovenia for studying purposes, in the amount of approx. **69,97 EUR**.

The payments are non-refundable under any circumstance.

Student shall pay the tuition and study fee as follows:

- Student must pay 10% of tuition fee and full study fee no later than 15th of October 2024.
- Student must pay 90% of tuition fee in 8 days from Students Affairs Office's notice of approved temporary residence permit.

The tuition fee and the method of payment for the following years of study are determined with the annex to this Agreement upon enrolment in the next year.

VI.

The Student who withdraws from the study programme up to and including 15 October of the current academic year shall be refunded the total amount of the paid enrolment contributions and tuition fee.

All students who have enrolled in a study programme and paid the tuition fee and enrolment contributions for a study programme that will not be implemented in the relevant academic year, are entitled to a refund of the entire tuition fee and enrolment contributions (the Student's request is not required). In this case, the faculty to which the Student was enrolled refunds the entire tuition fee and enrolment contributions before the start of the academic year.

In accordance with the provisions of the seventh paragraph of Article 19 of the Instructions, the Student enrolled in the first- or second-cycle study programme is also entitled to a refund of part of the tuition fee without a request, if they withdraw from the study programme as follows:

- 80% of the tuition fee, if the Student withdraws by 31 October of the current academic year,
- 50% of the tuition fee, if the Student withdraws by 31 December of the current academic year, and
- 0% of the tuition fee, if the Student withdraws after 1 January of the current academic year.

If the Student, their partner, or a member of their immediate family becomes seriously ill or dies, or if there are other special reasons which prevent the Student from starting their studies, the Student may request a refund of the fully paid enrolment contributions and the tuition fee by 31 October of the current academic year. After this date and by 31 December at the latest, the Student may request a refund of 70% of the enrolment contributions and the tuition fee. In cases where the Student cannot submit the refund request themselves (death, accident, etc.), a person close to the Student may submit it.

Foreign students who were accepted to the study programmes of the University of Maribor, have paid enrolment contributions and tuition fee for their implementation, and due to administrative obstacles have not been able to obtain a visa or temporary residence permit in time for the purpose of their studies in the Republic of Slovenia will receive a refund of 100% of the enrolment contributions and tuition fee paid, provided that they are withdrawn and apply for the refund by 31 December of the current year. If

the reasons for non-attendance are attributable to the Student, the provisions set out in the third paragraph of this Article shall apply. A foreign student who wishes to obtain a refund of the enrolment contributions and tuition fee paid must submit a request to the Member in the Slovene or English language (by post or email) stating the reasons for the refund and attaching relevant supporting documents.

If a foreign student was accepted to the University of Maribor on the basis of a cooperation agreement with an education consultancy agency and requests a refund of enrolment contributions and the tuition fee no later than 31 December of the current year, because he was unable to obtain a visa or temporary residence permit for the purposes of study in the Republic of Slovenia in time due to administrative obstacles, the enrolment contributions and the tuition fee shall be returned in a proportion that is reduced from the total by the percentage of the commission paid to the agency. The difference in the amount is withheld for agency fees incurred by the Member.

If a foreign student was accepted without the intervention of an education consultancy agency and for the same reason could not start their studies on time, they will be refunded 100% of the total enrolment contributions and the tuition fee, reduced by the administrative costs incurred by the Member with the enrolled Student, but up to a maximum of 5%.

All enrolled foreign students who fail to obtain a visa or temporary residence permit for the purpose of studying in the Republic of Slovenia by 20 December of the current year, the Member shall send a notice informing them that the pedagogical process in the winter semester will be completed in January and if it is not expected that they would succeed to complete the necessary study obligations on time by joining the pedagogical process in January or later, they are offered a withdrawal from the study programme. At the same time, they are informed of the right and conditions for the refund of enrolment contributions and the tuition fee, in which case the Member may extend the deadline for requesting the refund of the amounts paid.

The university may require additional proof from the Student requesting a refund of enrolment contributions and the tuition fee, and if the Student does not provide it within the deadline, the university may decide based on the available documentation. The dean of the Member decides on the justification of the reasons for the refund.

Students who have been withdrawn from the study programme due to various violations or having exceeded the number of attempts for sitting the exam in an individual course are not entitled to a refund of enrolment contributions and tuition fee.

If the request for a refund of enrolment contributions and/or tuition fee is granted, the approved amount is refunded to the same bank account from which the enrolment contributions and/or tuition fee were paid. The University of Maribor is not responsible for changes in exchange rates or bank fees.

VII.

In accordance with the civil law rules, in the case of late payment of the tuition fee and other study contributions, the payer shall be charged the statutory interest on the overdue amount and the non-payer shall also be reminded to pay those obligations that are not yet due.

If the overdue obligations are not paid on time, the Member shall issue a written reminder, requesting the non-payer to settle the overdue obligations at the latest within the time limit specified in the reminder, using the payment reference. If the tuition fee payer is a legal person, the reminder shall be sent to its address and to the Student for information. The reminder counts not only as a notice but also as a warning before limiting the use of certain UM services. If the unpaid overdue obligations are not settled within the time limit specified in the reminder and together exceed 35.00 EUR, the use of certain services shall be suspended in accordance with the Instructions.

If the overdue obligations are not paid despite the first reminder, the Member shall issue the second reminder, requesting the non-payer again to settle the overdue obligations at the latest within the time limit specified in the reminder, using the payment reference. If the tuition fee payer is a legal person, the reminder shall be sent to its address and to the Student for information. The second reminder is considered both a notice and a warning that for the duration of the non-payment the Student shall not be allowed to perform their study obligations at the University of Maribor. If the unpaid overdue obligations are not settled even within the time limit specified in the second reminder and together exceed 70.00 EUR, the University of Maribor shall deny access to the performance of study obligations in accordance with the Instructions.

After the payment of overdue obligations, the suspended services shall be reactivated through regular automatic data processing at the latest within 5 working days and the Student shall be again allowed to use the services that were disabled or perform study obligations at the University of Maribor.

VIII.

In the case of default on payment of the tuition fee, one of the individual instalments, or other study obligations, even after the reminders were served within the prescribed time limits, the Student and their guarantor shall be liable to legal proceedings for the recovery of the debt, together with statutory default interest up to the Member, in accordance with the legislation in force governing enforcement and security. If the tuition fee payer is a legal person who, even after two reminders and within the additional time limits set, fails to pay all outstanding amounts due, payment of the outstanding amounts due shall be sought from the Student.

IX.

Regardless of the previous provisions, the Student is obliged to pay all financial obligations incurred in connection with their studies at the latest by the day of graduation or until the receipt of a withdrawal form from the University of Maribor.

X.

Any amendments to this Agreement shall be made in the form of an annex to the Agreement.

XI.

The Parties shall endeavour to resolve any disputes arising out of this Agreement amicably. Should this not be possible, disputes shall be settled by the competent court in Celje.

XII.

This Agreement shall enter into force after being signed by both Parties.

XIII.

This Agreement is drawn up in two (2) identical original copies, of which the Member shall receive (1) one copy and the Student shall receive (1) one copy.

In Kuthuparamba, on 12-08-2024

Student: ADIL ABDUL RAZAK

Dean of the Member:

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