

<b>SVAROG izobraževalni zavod</b> , Ulica Planinčevih 24, 2204 Miklavž na Dravskem polju, Slovenia	
<small>(naziv in naslov delodajalca / Name and Address of the employer)</small>	
matična št. / registration no.: 1563629000	ID za DDV / VAT no.: SI31265626
ki ga zastopa / represented by: Marko Kovačič	

(v nadaljevanju: **delodajalec** / hereinafter: **the employer**)

in / and

<b>Jithu Jain</b> , Neelammariyil House, Kallingalpadam, Panniyankara PO, Palakkad, Pin: 678683, Kerala, India
<small>(ime in priimek ter naslov štipendista / first and last name and address of the scholarship recipient)</small>

(v nadaljevanju: **štipendist** / hereinafter: **scholarship holder**)

sklepata naslednjo

conclude as follows

**POGODBO št. C-17-05-2024-00054 O KADROVSKEM ŠTIPENDIRANJU (šolsko leto 2024/2025)**

**AGREEMENT no. C-17-05-2024-00054 ABOUT STAFF SCHOLARSHIPS (School year 2024/2025)**

**1. člen  
(namen pogodbe)**

**Article 1  
(purpose of the agreement)**

Pogodbeni stranki ugotavljata, da se na podlagi kadrovskega potreb štipendistu dodeli kadrovska štipendija za izobraževanje v/na:

The contracting parties note that, based on staffing needs, the scholarship holder is awarded a staffing scholarship for education in/at:

*Prah izobraževalni center, izobraževanje in usposabljanje d.o.o., Voznik SPI*  
(naziv šole, program šole)

*Prah educational center, education and training d.o.o., SPI driver*  
(school name, school program)

*V. stopnja*  
(stopnja izobrazbe)

*V. level*  
(Level of education)

Pogodba se sklepa za čas od pričetka izobraževanja v 1. letniku navedenega izobraževanja, tj. za šolsko leto 2024/2025, ki traja od 1. 9. 2024 dalje do 31. 8. 2025.

The agreement is concluded for the period from the beginning of the education in the 1st year of the mentioned education, i.e. for the 2024/2025 school year, which lasts from 1 September 2024 to 31 August 2025.

**2. člen**  
**(višina kadrovske štipendije in zagotavljanje sredstev)**

Študentu pripada kadrovska štipendija, ki znaša 600 EUR na mesec, za šolsko leto 2024/2025 (od 1. 9. 2024 do 31. 8. 2025).

**Article 2**  
**(amount of staff scholarship and provision of funds)**

The scholarship recipient is entitled to a staff scholarship of EUR 600 per month for the school year 2024/2025 (from September 1, 2024 to August 31, 2025).

**3. člen**  
**(izplačila mesečnih kadrovskih štipendij)**

Kadrovska štipendija iz prejšnjega člena se izplačuje najkasneje do 10. dne v mesecu za pretekli mesec, na študentov transakcijski račun, ki bo naveden v prilogi k tej pogodbi.

**Article 3**  
**(monthly staff stipend payments)**

The personnel scholarship from the previous article is paid no later than the 10th of the month for the previous month, to the scholar's transaction account, which will be listed in the annex to this agreement.

**4. člen**  
**(upravičenost prejemanja kadrovske štipendije)**

Štipendija se dodeli za v 1. členu naveden izobraževalni program.

**Article 4**  
**(eligibility to receive a staff scholarship)**

The scholarship is awarded for the educational program specified in Article 1.

**5. člen**  
**(obveznosti študenta)**

Obveznosti študenta so:

- da opravi vse obveznosti v letniku izobraževalnega programa, za katerega je prejel kadrovske štipendije in se vpiše v višji letnik tega izobraževalnega programa,
- da se v času trajanja pogodbe o kadrovskem štipendiranju brez pisnega soglasja delodajalca ne samozaposli oziroma se brez pisnega soglasja delodajalca ne zaposli pri drugem delodajalcu, ki ni njegov štipenditor,
- da sprejme morebitno ponujeno zaposlitev pri delodajalcu, za ustreznost delovnega mesta, za polni delovni čas in za najmanj tri mesece, in sicer v roku enega (1) meseca po zaključenem izobraževalnem programu na tej izobraževalni stopnji, za katero je prejel kadrovske štipendije,

**Article 5**  
**(obligations of the scholar)**

The scholarship holder's obligations are:

- to fulfill all obligations in the year of the educational program for which he received a personnel scholarship and to enroll in the higher year of this educational program,
- that, during the duration of the staff scholarship agreement, he does not become self-employed without the employer's written consent, or without the employer's written consent, he does not work for another employer who is not his scholarship holder,
- to accept any offered employment by the employer, for a suitable position, full-time and for at least three months, namely within one (1) month after the completion of the educational program at this educational level, for which he received a staff scholarship,

- da bo po zaključku šolanja, pred potekom roka iz prejšnjega odstavka, zaposlitev pri drugem delodajalcu sprejel zgolj z izrecnim pisnim soglasjem delodajalca,
- da bo skrbel za točnost in ažurnost vseh podatkov, potrebnih za pravilno in tekoče izplačevanje kadrovske štipendije, svojih kontaktnih podatkov ter drugih informacij, ki so pomembne za izvajanje pogodbe o kadrovskem štipendiranju ter praktičnem usposabljanju;
- da v roku 8 dni po zaključku šolskega leta, za katerega mu je bila podeljena kadrovska štipendija, t.j. najkasneje do 8. septembra, predloži delodajalcu originalno potrdilo, da je izpolnil vse obveznosti za letnik izobraževalnega programa, za katerega je prejemal kadrovsko štipendijo.
- that after completing schooling, before the deadline from the previous paragraph, he will accept employment with another employer only with the express written consent of the employer,
- that he will take care of the accuracy and up-to-dateness of all the data necessary for the correct and ongoing payment of the staff scholarship, his contact information and other information that is important for the implementation of the agreement on staff scholarship and practical training;
- that within 8 days after the end of the school-year for which he was awarded the personnel scholarship, i.e. by September 8 at the latest, submit to the employer an original certificate that he has fulfilled all obligations for the year of the educational program for which he received the staff scholarship.

V času pogodbenega razmerja je štipendist dolžan delodajalcu najpozneje v roku 30 dni od nastanka spremembe, ki bi lahko vplivala na štipendijsko razmerje, oziroma od takrat ko je zanjo izvedel, sporočiti vsako spremembo, zlasti pa:

- prekinitev ali konec izobraževanja, spremembo izobraževalnega programa, spremembo stopnje programa, spremembo ravni, sklenitev pogodbe o zaposlitvi ali začetek opravljanja samostojne registrirane dejavnosti, spremembo stalnega prebivališča, nastop starševskega dopusta in dopusta za nego in varstvo otroka, nemožnost napredovanja v višji letnik, ter druge okoliščine, ki se nanašajo na štipendijsko razmerje.

During the contractual relationship, the scholarship holder is obliged to notify the employer of any change within 30 days at the latest from the occurrence of a change that could affect the scholarship relationship, or from the time he became aware of it, and in particular:

- interruption or end of education, change of educational program, change of level of the program, change of level, conclusion of an employment contract or start of independent registered activity, change of permanent residence, commencement of parental leave and leave for care and child care, impossibility of promotion to a higher year, and other circumstances relating to the scholarship relationship.

#### **6. člen** **(obveznost zaposlitve)**

Štipendist se zavezuje, da se bo po uspešno zaključenem izobraževalnem programu za katerega prejema kadrovsko štipendijo po tej pogodbi, ob pravočasni ponudbi zaposlitve, zaposlil pri delodajalcu na podlagi pogodbe o zaposlitvi, vsaj za 12 mesecev.

#### **Article 6** **(employment obligation)**

The scholarship holder undertakes that, after successfully completing the educational program for which he receives a personnel scholarship under this agreement, he will be employed by the employer on the basis of an employment contract, for at least 3 months, upon a timely offer of employment.

V kolikor se štipendist, kljub morebitni pravočasni ponudbi zaposlitve, ne zaposli pri delodajalcu ali se zaposli brez pisnega soglasja pri drugem delodajalcu, mora v CELOTI vrniti izplačane kadrovske štipendije na podlagi sklepa delodajalca.

If the scholarship recipient, despite a possible timely offer of employment, does not take up employment with the employer or takes up employment with another employer without written consent, he/she must return the staff scholarships paid in FULL based on the employer's decision.

**7. člen**  
**(obveznost delodajalca)**

**Article 7**  
**(obligation of the employer)**

Delodajalec se zavezuje, da bo mesečno izplačeval kadrovske štipendije na transakcijski račun štipendista, najkasneje do 15. v mesecu za pretekli mesec.

The employer undertakes to pay the staff scholarship monthly to the scholarship recipient's transaction account, no later than the 10th of the month for the previous month.

Pogodbeni stranki se dogovorita, da delodajalec, kljub plačevanju štipendije, ni dolžan skleniti s štipendistom delovnega razmerja.

The parties to the agreement agree that, despite paying the scholarship, the employer is not obliged to enter into an employment relationship with the scholarship recipient.

Izjemoma lahko delodajalec štipendista zaposli pred zaključkom izobraževanja, v takem primeru štipendist od meseca, v katerem se je zaposlil, ni več upravičen do kadrovske štipendije, hkrati pa ni dolžan vrniti že prejete štipendije.

Exceptionally, the employer may employ the scholar before the end of the education, in which case the scholar is no longer entitled to the personnel scholarship from the month in which he was employed.

**8. člen**  
**(prenos kadrovskega štipendiranja in zaposlitve)**

**Article 8**  
**(transfer of staff scholarships and employment)**

Delodajalec lahko vse pogodbene obveznosti za posameznega štipendista po tej pogodbi prenese na drugega delodajalca.

The employer may transfer all contractual obligations for an individual scholarship holder under this agreement to another employer.

Pogodbene obveznosti se lahko prenesejo na novega delodajalca, če novi delodajalec prevzame vse obveznosti izplačevanja kadrovske štipendije in morebitne kasnejše zaposlitve štipendista.

Contractual obligations can be transferred to the new employer, if the new employer assumes all obligations for the payment of the staff scholarship and possible subsequent employment of the scholarship holder.

Prenos NI možen na delodajalca, pri katerem je štipendist poslovodna oseba ali direktor ali na štipendista, ki opravlja samostojno registrirano dejavnost. Prenos se uredi z dodatkom k tej pogodbi.

Transfer is NOT possible to an employer where the scholarship holder is a managing person or director, or to a scholarship holder who performs an independent registered activity. The transfer is governed by an addendum to this agreement.

**9. člen**  
**(vračilo kadrovske štipendije)**

Štipendist izgubi pravico do kadrovske štipendije in mora vrniti prejete zneske kadrovske štipendije za obdobje, kot izhaja iz 1. člena te pogodbe, če:

- štipendist odpove pogodbo o štipendiranju,
- če letnika, za katerega je prejemal kadrovske štipendije, ne konča uspešno in ne izpolni pogojev za vpis v višji letnik, oziroma če svoje izobraževanje prekine, razen ga prekine zaradi zaposlitve pri delodajalcu v primeru iz 7. člena (delodajalec lahko štipendista zaposli pred zaključkom izobraževanja),
- če ne izpolnjuje obveznosti po pogodbi o štipendiranju ali, če iz predloženih dokazil izhaja, da pogodbenih obveznosti ne izpolnjuje,
- štipendist v času izobraževanja pridobi status brezposelne osebe, se brez soglasja delodajalca samozaposli ali se brez soglasja delodajalca zaposli pri drugem delodajalcu,
- ne sprejme pravočasno ponujene zaposlitve na ustrezno delovno mesto pri delodajalcu v enem (1) mesecu po zaključenem izobraževanju, za katerega je prejemal kadrovske štipendije oziroma to zaposlitev odpove pred potekom treh (3) mesecev,
- je kadrovske štipendije pridobil na podlagi posredovanih neresničnih podatkov.

Štipendist je prost izpolnitve obveznosti sprejema zaposlitve pri delodajalcu, če postane trajno nezmožen opravljati delo, za katerega se je izobraževal in prejemal kadrovske štipendije, kar dokazuje z odločbo Zavoda za pokojninsko in invalidsko zavarovanje Slovenije.

**Article 9**  
**(reimbursement of staff stipend)**

The scholarship holder loses the right to a staff scholarship and must return the received amounts of the staff scholarship for the period, as stated in Article 1 of this agreement, if:

- the scholarship recipient terminates the scholarship agreement,
- if he does not successfully complete the year for which he received a staff scholarship and does not fulfill the conditions for enrollment in a higher year, or if he interrupts his education, unless he interrupts it due to employment with the employer in the case referred to in Article 7 (the employer may employ the scholarship recipient before the end education),
- if he does not fulfill his obligations under the scholarship agreement or, if it follows from the submitted evidence that he does not fulfill his contractual obligations,
- the scholarship holder acquires the status of an unemployed person during the education period, becomes self-employed without the employer's consent or is employed by another employer without the employer's consent,
- does not accept a timely offer of employment in a suitable position with the employer within one (1) month after completing the education for which he received a staff scholarship, or terminates this employment before the expiration of three (3) months,
- he obtained the personnel scholarship based on false information provided.

The scholarship recipient is free to fulfill the obligation to accept employment with the employer if he/she becomes permanently unable to perform the work for which he/she was trained and received a staff scholarship, as evidenced by the decision of the Pension and Disability Insurance Institute of Slovenia.

**10. člen**  
**(višina in način vračila)**

V primerih prenehanja štipendijskega razmerja je štipendist dolžan vrniti štipendijo v vrednosti, preračunani skladno z gibanjem indeksa cen življenjskih potrebščin.

Rok za vračilo zneska iz prejšnjega odstavka je 15 dni od prejema zahtevka delodajalca za vračilo.

V primeru zamude vračila skladno s prejšnjim odstavkom je štipendist dolžan poravnati tudi zamudne obresti.

**Article 10**  
**(amount and method of return)**

In cases of termination of the scholarship relationship, the scholarship holder is obliged to return the scholarship in a value calculated in accordance with the movement of the consumer price index.

The deadline for refunding the amount from the previous paragraph is 15 days from the receipt of the employer's request for refund.

In the event of a delay in repayment in accordance with the previous paragraph, the scholarship recipient is also obliged to pay late interest.

**11. člen**  
**(spremembe in dopolnitve pogodbe)**

Spremembe pogodbe se morajo skleniti pisno. Predlaga jo lahko vsaka pogodbeni stranka in nastane kot aneks k tej pogodbi.

**12. člen**  
**(pristojnost v sporih)**

Morebitne spore bosta pogodbeni stranki reševali sporazumno, če sporazuma ne bosta dosegli, bo spore reševalo stvarno pristojno sodišče v Mariboru.

**13. člen**  
**(pravna podlaga)**

Za vsa vprašanja, ki niso posebej urejena s to pogodbo, se uporabljajo določila Obligacijskega zakonika (Uradni list RS, št. 97/07 - UPB in 64/16 - odl. US).

**Article 11**  
**(changes and additions to the agreement)**

Changes to the agreement must be made in writing. It can be proposed by any contracting party and is created as an annex to this agreement.

**Article 12**  
**(jurisdiction in disputes)**

Any disputes will be resolved by agreement between the contracting parties, if they do not reach an agreement, the disputes will be resolved by the competent court in Maribor.

**Article 13**  
**(legal basis)**

The provisions of the Code of Obligations (Official Gazette of the Republic of Slovenia, no. 97/07 - UPB and 64/16 - odl. US) apply to all issues that are not specifically regulated by this agreement.

**14. člen**  
**(prenehanje veljavnosti pogodbe)**

Ta pogodba preneha veljati v primerih iz 9. člena te pogodbe (vračilo štipendije) ali, ko obe pogodbeni stranki izpolnita vse svoje pogodbene obveznosti.

**Article 14**  
**(termination of agreement)**

This agreement ceases to be valid in the cases referred to in Article 9 of this agreement (return of the scholarship) or when both contracting parties fulfill all their contractual obligations.

**15. člen**  
**(veljavnost pogodbe)**

Ta pogodba se podpiše v dveh (2) enakih izvodih, od katerih prejme vsaka pogodbeni stranka po en (1) izvod ter začne veljati z dnem, ko jo podpišeta delodajalec in štipendist.

**Article 15**  
**(validity of the agreement)**

This agreement is signed in two (2) identical copies, of which each contracting party receives one (1) copy, and comes into force on the day it is signed by the employer and the scholarship holder.

Maribor, 19. julija 2024

**Delodajalec / Employer:**

Zakoniti zastopnik oz. odgovorna oseba za podpis pogodbe /  
Legal representative or the person responsible for signing the agreement

Marko Kovačič

\_\_\_\_\_ (žig in podpis / stamp and signature)

Kerala, 19<sup>th</sup> July 2024

**Štipendist / Scholarship recipient:**

Jithu Jain



\_\_\_\_\_ (podpis / signature)