

MEDIATOR

Number of the decision on the approval of the activity of the agent: continuation of the activity pursuant to Article 18. paragraph 1. of Law on conducting student jobs (hereinafter: Law)

STUDENT WORK CONTRACT NUMBER: _____ in _____ **(place of issue)** **(date of issue)**

CLIENT FULL NAME	CONTRACTOR (student or other person) NAME AND SURNAME	
PIN	PIN	
ADDRESS	NUMBER OF STUDENT CARD	
TYPE AND PLACE OF WORK	START DATE AND EXPECTING DURATION	NET HOUR PRICE OR QUANTITY (for regular work)
		OTHER AGREED FEES

CONTRACT PROVISIONS:

1. Pursuant to the provisions of the law, a Contract on the performance of student work (hereinafter: the Contract) is concluded between the Contractor, mediator and the client (Article 11, paragraph 1 of the Law).
2. The contract obliges the contractor to perform a certain job, the client undertakes the responsibility to pay compensation for student work, fees to the mediator and contributions according to special regulations, and the mediator undertakes to perform mediation activities and pay remittances to the contractor's account (Art. 11 para. .2 of the Law).
3. The client is obliged to pay fees to the mediator for the contractor's account for the work performed, and the contractor is obliged to personally perform the undertaken work according to the instructions given by the client, in accordance with the nature and type of work (Article 13, paragraph 1 of the Law) .
4. The client is obliged to verify the identity of the performer and provide the performer with conditions for performing student work in a safe manner and in a way that does not endanger the health of the contractor, in accordance with regulations governing safety at work and other regulations (Article 13, paragraph 8 Law).
5. The contract is concluded for each calendar month and is a condition for the start of student work. Exceptionally, the Contract may be concluded for a period longer than one month, and for a maximum of 45 days, stating the reasons for its duration longer than one month (Article 11, paragraphs 7 and 8 of the Law).
6. The contractor has the right to a 50 percent increase in compensation for working hours on public holidays, for working night shifts, for overtime work and for work on Sundays (Article 13, paragraph 3 of the Law).Enlargements do not accumulate.
7. The contractor is also entitled to compensation for travel expenses, compensation for a hot meal and other compensations if they are agreed and specified in the Contract (Article 13, paragraph 4 of the Law).
8. A contractor who does student work for at least 6 (six) hours a day has the right to a paid leave (break) of at least 30 (thirty) minutes every day of performing the work (Article 13, paragraph 12 of the Law).
9. A contractor who does student work may perform that work independently and without the presence of the client (Article 13, paragraph 11 of the Law).
10. The contractor undertakes to perform the contracted works conscientiously and according to the rules of the work.
11. This Agreement represents for the mediator an authentic document for calculation and collection
 1. fees for completed student work,
 2. contributions according to special regulations: 5.00% contribution for pension fond on the net amount of the performer's compensation, special contribution for health insurance in case of occupational injuries and occupational diseases - at the rate of 0.5% on the net amount of the performer's compensation, and agent fees: 12.00% of the net amount of the performer's fee and 0.5% of the net amount of the performer's fee.
12. If the contractor receives payments for work through other student associations in the Republic of Croatia, he is obliged to submit credible documents on other payments on the basis of work for the mediator before the payment under this Contract (Article 52, paragraph 6 of the Ordinance on Income Tax).
13. After the work is done, the client fills in and certifies this Contract, and after the contractor signs that he agrees with the calculation, the Contract is delivered to the mediator who on the basis of the same issues an invoice to the client. The client is obliged to pay the invoice to the mediator no later than 15 days from the completion of the work (Article 13, paragraph 2).
14. The General Terms and Conditions of the mediator are an integral part of this Agreement.
15. In the event of a dispute, the court at the residence of the agent shall have jurisdiction.

STATEMENT OF THE CONTRACTOR:

Under full material and criminal responsibility, I declare that I have not received payments for work through other student associations in the Republic of Croatia until the moment of signing this Agreement. If I receive such payments before payment under this Agreement , I shall do as said in Article 12. of this Agreement.

CLIENT, date, signature, stamp	MEDIATOR signature, stamp	CONTRACTOR signature
_____	_____	_____

ACCOUNT AND STATEMENT ON PERFORMED WORK
 The work was done in the period FROM _____ TO _____
 (filled by the client)

TYPE OF WORK	NUMBER OF HOURS/QUANTITY	PRICE	TOTAL AMOUNT IN HRK
REGULAR WORK			
NIGHT WORK, HOLIDAYS, SUNDAYS (50% of increase)			
OTHER FEES			
		TOTAL NET	

We confirm the final amount of hours or days of work (quantity) and the accuracy of the data in the Agreement:

CLIENT date, signature, stamp	CONTRACTOR signature
_____	_____

GENERAL TERMS AND CONDITIONS

Pursuant to Article 9, paragraph 4 of Law on conducting student jobs (Official Gazette No. 96/18, 16/20), the director of the Student Center Rijeka enacts

GENERAL TERMS AND CONDITIONS

INTRODUCTORY PROVISIONS

Student Center Rijeka is an institution which, in accordance with the provisions of Article 18 of the Law on conducting student jobs (hereinafter: the Act) performs the activity of mediation in the performance of student affairs.

Student Center Rijeka performs mediation activities at the headquarters in Rijeka, Radmile Matejčić 5.

SUBJECT OF GENERAL TERMS AND CONDITIONS

Article 1.

(1) These General Terms and Conditions (hereinafter: General Terms and Conditions) regulate the relations and certain rights and obligations in mediation between the Student Center Rijeka (hereinafter: the mediator) as a provider of mediation services in performing student work in accordance with applicable regulations in the Republic of Croatia, contractors and clients.

(2) The contractor is a student or other person who, in accordance with the provisions of the Act, exercises the right to perform student work.

(3) The client is a natural person who is registered to perform the activity or a legal person who has concluded a contract with the contractor for the performance of student work (hereinafter: the Contract) and for whom the contractor performs that work.

INTERMEDIARY SERVICES

Article 2

(1) The mediator performs the activity of mediation in accordance with the positive legal provisions, which includes:

1. performing work on the analysis and processing of the labor market, finding a job and contact with the clients and agreeing on the conditions of performing the work with the client

2. referring the contractor to perform the work with the client

3. keeping records prescribed by law

4. control of the calculation of fees for performing student work, prescribed contributions and fees for mediation

5. delivery of the invoice to the client and its collection

6. payment of the full amount of compensation to the contractor within three working days from the day of payment of funds to the account of the intermediary by the client and payment of contributions based on special regulations

7. insurance of the contractor with an authorized insurance company in case of injury at work and in case of injury to represent the contractor in the procedure of exercising his insurance rights

8. protection of contractors and provision of legal assistance and protection in connection with the exercise of all rights under the Contract

9. in case of non-payment of the fee for the performed student work, represent the contractor in claiming the fee and take all legal actions to collect the invoice from the client and the fee is paid to the contractor (sending a warning, initiating the forced collection procedure)

10. in the event that the client does not pay compensation to the contractor for the work performed within the deadlines prescribed by the Act, the intermediary shall undertake all necessary collection activities in order to pay compensation to the contractor. The intermediary is not jointly and severally liable (ie does not pay the unpaid Contract) when, before concluding the Contract, he warns the Contractor in writing of the frequent non-payment of compensation by the Client, and the Contractor signs the Contract despite the warning.

11. the intermediary has the right not to mediate for the affairs with the client who frequently, ie within the deadlines prescribed by the Act, does not pay the fees or violates other regulations from the Act or the ordinance.

(2) The intermediary collects the personal data of the contractor for the purpose of mediation in the performance of student work and processes and stores them in accordance with the General Regulation on Data Protection and positive regulations of the Republic of Croatia.

OBLIGATIONS OF THE CLIENT

Article 3

The client is obliged to take the following actions:

1. sign the Contract before starting the work

2. establish the identity of the contractor before starting work

3. before contracting the work, determine in more detail the place and manner of performing the work, respecting the rights and dignity of the contractor, in order to provide the contractor with information about the work in a timely manner.

4. unless otherwise agreed, provide the contractor with at least 4 hours of work or compensation in the amount of 4 hours of work, if the work is performed in one day and lasts less than 4 hours

5. pay 4 hours of work if the contractor reaches the place of work, and the fault of the client is canceled

6. provide the contractor with conditions for performing student work in a safe manner and in a manner that does not endanger the health of the contractor, in accordance with regulations governing occupational safety and other regulations, or comply with regulations on occupational safety and fire protection, especially: acquaint the contractor with the working conditions, hand over the appropriate equipment and means for work and take the necessary measures to train the contractor according to the regulations on health and safety at work

7. before starting to perform the contractor's independent work, train the contractor to work in a safe manner

8. protect the dignity of the contractor during the performance of work from the actions of superiors, associates and persons with whom the contractor regularly comes into contact in the performance of his duties

9. inform the mediator in case the contractor is injured while performing student work

10. immediately after the completion of the contracted work, submit to the intermediary a certified Contract, with an established and signed statement and a statement of the work performed. The statement is an integral part of the Agreement.

11. pay fees for the work performed to the account of the intermediary no later than 15 days from the completion of the work

12. pay the contractor a 50 percent increase in compensation for working hours on public holidays, for night work, for overtime work and for work on Sundays

13. pay the contractor a fee for travel expenses, a fee for a hot meal and other fees if agreed

14. to the contractor who performs work (eg. seasonal work, field work, etc.) travels outside his place of residence - residence, to provide at his own expense food and accommodation for the entire period of performance of the said work, if agreed

15. pay to the intermediary contributions and fees to the total net receipt of the contractor, as follows:

- 5.00% contribution for pension fund on the net salary of the contractor,
- 0.5% special contribution for health insurance in case of occupational injuries and diseases
- 12.00% of the net amount of compensation to the contractor for covering the costs of mediation and improving the student standard
- 0.5% of the net amount of compensation to the contractor for the purpose of financing cultural, sports, scientific and educational activities carried out exclusively by students and student organizations and intended exclusively for students

16. process and store the personal data of the contractor in accordance with the positive regulations on the protection of personal data

17. if the data of the client's company have changed before the completion of the work, the client is obliged to inform the intermediary in writing.

CONTRACTOR'S OBLIGATIONS

Article 4

(1) When joining the Student Service, the Contractor is obliged to present evidence of his status and other documents necessary for membership published on the website of the intermediary.

(2) When joining the student service, the contractor signs that he is aware that his personal data is collected for the purpose of performing student work in accordance with the provisions of the Act.

(3) The contractor is obliged to:

1. personally perform the takeover job

2. when performing work, follow the instructions on safety at work and the instructions given to him by the client, in accordance with the nature and type of work

3. conscientiously and responsibly perform the contracted work

4. guard the property of the client and be liable for damage intentionally caused to the client

5. after performing the work, check the accuracy and truthfulness of the data in the calculation of the work performed on the Contract and sign the statement on the work performed, which is an integral part of the Contract

6. in case of impediment, inform the client and the intermediary in time about the impossibility of performing the contracted work

7. in the event of a change in the circumstances related to the exercise of the right to perform student work, inform the mediator without delay of changes in data or facts that affect the fulfillment of the conditions for performing student work.

STUDENT WORK CONTRACT

Article 5

(1) The contractor is obliged to take over the contract from the intermediary before performing the student work. In case there is a need to issue the Contract during the holidays or on weekends when the intermediary is not working, the contractor is obliged to download the Contract from the website in digital form and sign it and submit it to the client for signature and certification.

(2) The contract is concluded for each calendar month and is a condition for the start of student work. Exceptionally, the Contract may be concluded for a period longer than one month, and up to a maximum of 45 days, stating the reasons for its duration longer than one month.

(3) After the work is performed, the Contractor and the Client shall sign a statement confirming the final number of hours or days of performance of the work on the previously signed Contract. The statement is on the Contract.

- (4) The Contractor may take over an unlimited number of Contracts during the year, provided that the previous Contracts have been realized.
- (5) In the event that the Contractor does not start performing the work after taking over the Contract, for any reasons (whether the work is canceled, the Contractor's illness, etc.) he is obliged to return the Contract to the intermediary, immediately upon learning that the work will not be performed. .
- (6) The Intermediary shall suspend the further issuance of the Contract to the contractor who has several Contracts that have not been realized or have abused the Contract.

FEE FOR STUDENT WORK PERFORMED

Article 6

- (1) The minimum net fee for student work per hour of work is issued by the Minister for each calendar year, and no job can be contracted at a lower price per hour of work than the prescribed minimum net fee.
- (2) In order to perform student work, in all cases when it is measurable, it is necessary to use the unit of work hour or the amount of work (eg filling in questionnaires per piece, carrying leaflets per piece, etc.). The exception is the contracting of the price of the work for the execution of the entire work in a lump sum (eg contracting the development of software solutions (software), etc.).
- (3) The intermediary shall determine the approximate price list of the net hour of work for individual operations, taking into account the nature of the operation and the movement of labor prices on the market, which shall be published on the intermediary's website.

FINAL PROVISIONS

Article 7

These General Terms and Conditions will be published on the mediator's website and on the broker's bulletin boards, in accordance with the regulations in force in the Republic of Croatia.

VALIDITY OF GENERAL TERMS AND CONDITIONS

Article 8

The General Terms and Conditions enter into force on the day of their adoption, and are valid until revoked or until the adoption of new ones.
In force since January 7, 2019

STUDENT CENTER RIJEKA

Student Center Rijeka processes the personal data of the Contractor and the Client for mediation purposes of employment of student pursuant to the new Regulation (EU) 2016/79 of the European Parliament and Council from 27th of April 2016 on the protection of individuals in relation to processing personal data and free movement of such data and putting out of force the Regulation 95/46/EZ.