

Na osnovu člana 33. i 37. stav 4. tačka 4) Zakona o radu ("Sl. glasnik RS", br. 24/2005, 61/2005, 54/2009, 32/2013, 75/2014, 13/2017 - odluka US, 113/2017 i 95/2018 - autentično tumačenje) – u daljem tekstu: "Zakon" i Pravilnika o radu kod Poslodavca, ugovorne strane:

Pursuant to Article 33 and Article 37. paragraph 4, item 4) of the Labor Law ("Official Gazette of RS", No. 24/2005, 61/2005, 54/2009, 32/2013 75/2014, 13/2017 – decision of Constitutional Court 113/2017 and 95/2018 - authentic interpretation) - hereinafter referred to as: "the Law" and the Employment Rulebook at the Employer, the contractual parties:

i

2. SANTOSH PAUDEL , rođen 13.03.1988, godin, broj pasoša BA0045773, izdat u Nepal (u daljem tekstu: **Zaposleni**),

dana 17.03.2025. godine zaključuju:

UGOVOR O RADU

Predmet Ugovora o radu Član 1.

Ovaj Ugovor o radu reguliše prava, obaveze i odgovornosti Poslodavca i Zaposlenog, koji se odnose na radni odnos Zaposlenog.

Stručna sprema i zanimanje zaposlenog Član 2.

Zaposleni je po zanimanju **RADNIK NA GRAĐEVINI** i ispunjava uslove u pogledu zahtevane stručne spreme u skladu sa Pravilnikom o organizaciji i sistematizaciji poslova – NKV / I stepen stručne spreme.

Vrsta i opis posla, mesto rada Član 3.

Zaposleni je saglasan da za Poslodavca obavlja

and

SANTOSH PAUDEL , date of birth 13.03.1988, passport number BA0045773, issued by Nepal (hereinafter referred to as the **Employee**)

on the 17.03.2025 are concluding the following:

EMPLOYMENT CONTRACT

Subject of the Employment Contract Article 1.

This Employment Contract stipulates rights, obligations and responsibilities of the Employer and Employee regarding the employment.

Type and level of education Article 2.

The employee is **CONSTRUCTION WORKER** by profession and fulfills all the conditions regarding the required professional education in accordance with the Rulebook on organization and systematization of work – Unqualified worker / I degree of professional education.

Work position and description of work, place of work

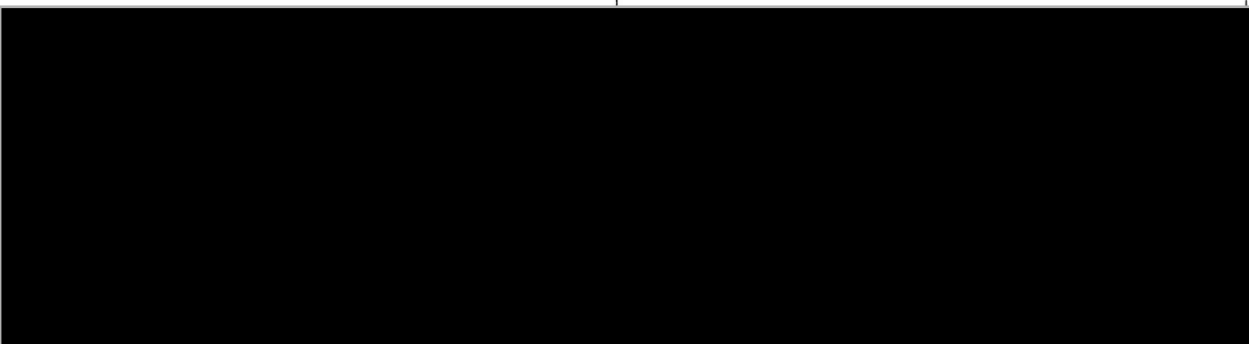
Article 3.

The Employee agrees to perform work in the

poslove radnog mesta: Radnikna građevini, a koji se poslovi sastoje u sledećem:	work position: Constraction worer, as it is described:
– Čišćenje i priprema za rad, – Učešće u pripremi , – Čišćenje, sortiranje i odlaganje alata , – Održavanje higijene radnog mesta, – Trebovanje materijala – Vršiti jednostavniju obradu , – Obavlja poslove po instrukcijama glavnog kuvara, – Obavlja poslove u skladu sa normativima, standardima struke i osigurava kvalitet sopstvenog rada, – Održava funkcionalnost uređaja, opreme i inventara, – Sprovodi postupke i mere za ličnu zaštitu zdravlja na radu i zaštitu zdravlja, – Primjenjuje standarde zaštite radne i životne sredine.	– Cleaning and preparation, – Participation in preparation , – Cleaning, sorting and storing tools, – Maintenance of workplace hygiene, – Needing materijal – Performs simpler processing, – Performs tasks according to the instructions of the head chef, – Performs tasks in accordance with the norms, standards of the profession and ensures the quality of its own work, – Maintains the functionality of devices, equipment and inventory, – Implements procedures and measures for personal health protection at work and health protection, – Applies standards of work and environmental protection.
Zaposleni je dužan da savesno i odgovorno obavlja i druge zadatke u vezi sa svojim radnim mestom u skladu sa uputstvima i nalogima Poslodavca i lica kome je neposredno odgovoran za svoj rad.	The Employee shall conscientiously perform all other tasks in accordance with his work position and in accordance with instructions and orders of the Employer or direct supervisor.
Zaposleni izričito tvrdi da na dan potpisivanja ovog Ugovora ne zna ni za kakve okolnosti koje ga sprečavaju da obavlja dogovorenu vrstu posla i posebno izjavljuje da zadovoljava sve zahteve i poseduje odgovarajuće sposobnosti koje Poslodavac postavlja za obavljanje dogovorene vrste posla, kao i da je na osnovu svog zdravstvenog stanja kvalifikovan za dogovorenu	The Employee explicitly states that on the date of signing this Employment Contract there are no any known circumstances which prevent him to perform the agreed type of work. The Employee explicitly states that he complies with all the requirements and has appropriate skills which the Employer sets for performing the agreed type of work, as well as that the

vrstu posla. Zaposleni navedeno u celosti i bezuslovno potvrđuje svojim potpisom na ovom Ugovoru. Zaposleni će posao obavljati na adresi sedišta poslodavca i na mestima gde poslodavac obavlja svoju privrednu delatnost, u skladu sa potrebama posla, a po potrebi i na drugim mestima u skladu sa Zakonom. Zaposleni koji poslove obavlja van sedišta Poslodavca dužan je da kod sebe ima kopiju ovog Ugovora o radu.	Employee is qualified for agreed type of work in relation to her / his health status. The Employee fully and unconditionally confirms this with his signature on this Employment Contract. The employee will perform the work at the address of the employer's headquarters and in the places where the employer carries out its economic activity, in accordance with the needs of the job, and if necessary, in other places in accordance with the Law. The employee who performs his work tasks out of the registered seat of the Employer is obliged to have a copy of this Employment Contract with him.
Zasnivanje i trajanje radnog odnosa Član 4. Zaposleni zasniva radni odnos <u>na određeno vreme, i dužan je da May 01, 2025.godine počne sa radom/stupi na rad do May 01, 2028. godine, odnosno za period na koji mu je izdata radna dozvola/jedinstvena dozvola</u>, u skladu sa propisima Republike Srbije. Zaposlenom se može produžiti trajanje radnog odnosa na određeno vreme, u slučaju da se ispune svi uslovi i dođe do produžetka radne dozvole u skladu sa Zakonom.	Establishing and duration of employment Article 4. The employee establishes <u>employment relationship for a definite period, and is obliged to starts working/commence May 01, 2025 work until May 01, 2028 i.e. for the period for which the work permit/single permit was issued</u> in accordance with Serbian regulations. The duration of the employment relationship can be extended in the event that all conditions are met and the work permit is extended in accordance with the Law.
Radno vreme Član 5. Zaposleni će raditi sa punim radnim vremenom koje iznosi 40 (četrdeset) časova nedeljno. Radni dan Zaposlenog po pravilu traje 8 časova, Raspored radnog vremena u okviru radne nedelje utvrđuje Poslodavac. Poslodavac može da izvrši preraspodelu radnog vremena u skladu sa Zakonom o radu. Ukoliko je uvedena preraspodela radnog vremena, trajanje dnevnog i nedeljnog radnog vremena će biti uređeno drugačije u odnosu na pravilo definisano u stavu 1 ovog člana, u skladu sa Zakonom o radu.	Working hours Article 5. The Employee concludes the Employment Contract with full working time which is 40 (forty) hours per week. The working day of the Employee will last 8 hours. The schedule of working hours during the week shall be determined by the Employer. The employer may rearrange the working hours in accordance with the Labor Law of the Republic of Serbia. If rearrangement of working hours is provided, the duration of daily and weekly working hours shall be determined differently than a duration stipulated in Paragraph 1 of this Article, in accordance with

Preraspodela radnog vremena ne smatra se prekovremenim radom. Zaposleni ima pravo na odmor u toku rada u trajanju od 30 minuta, a pravo na dnevni odmor i nedeljni odmor u skladu sa zakonom i opštim aktom poslodavca, kao i pravo na neplaćeno i plaćeno odsustvo u skladu sa zakonom i opštim aktom poslodavca (Pravilnikom o radu). Na zahtev Poslodavca, Zaposleni je dužan da radi duže od punog radnog vremena u slučaju više sile, iznenadnog povećanja obima posla i u drugim slučajevima kada je neophodno da se u određenom roku završi posao koji nije planiran (prekovremeni rad).	Labor Law of Republic of Serbia. Rearrangement of working hours shall not be considered as overtime work. The employee is entitled to a 30-minute break during the workday, and has the right to a daily rest period and a weekly rest period in accordance with the law and employer's general act, as well as the right to paid and unpaid leave in accordance with the law and employer's general act (Employment Rulebook). If the Employer so demands, the Employee will be obliged to work longer than full working time in the case of force majeure, unexpected increase of business errands and in other cases when it is necessary to finish the work which was not planned (overtime work).
Zarada Član 6.	Salary Article 6.
Zarada se sastoji od zarade za obavljeni rad i vreme provedeno na radu, zarade po osnovu doprinosa Zaposlenog poslovnom uspehu Poslodavca (nagrade, bonusi i sl.) i drugih primanja po osnovu radnog odnosa u skladu sa Zakonom o radu.	Salary includes salary for performed work and time spent at work, salary on the basis of the Employee's contribution to business success of the Employer (prizes, bonuses etc.) and other incomes with the basis on employment, in accordance with Labor Law of Republic of Serbia.
Zarada za obavljeni rad i vreme provedeno na radu se sastoji od osnovne zarade, dela zarade za radni učinak i uvećane zarade.	Salary for performed work and time spent at work covers the basic salary. Salary can include benefits on top of the basic salary justified by exceptional work results.
Osnovna zarada za poslove koje Zaposleni obavlja utvrđuje se ovim Ugovorom za puno radno vreme, i standardni učinak i sadrži složenost poslova, odgovornost, uslove rada i stručnu spremu koja je uslov za rad na poslovima na koje je Zaposleni raspoređen prema ovom Ugovoru.	The basic salary for the job that the Employee shall perform is stipulated for full working hours, and standard work results and includes the complexity of the job, responsibility of the Employee, conditions for work and type and level of education which are the conditions for the work position of the Employee, in accordance with this Employment Contract. ,
Prilikom utvrđivanja visine osnovne zarade vrednovana je i uvećana zarada za rad noću, odnosno ugovorenom osnovnom zaradom je obuhvaćena i uvećana zarada za eventualan rad noću.	In the moment of determining the amount of basic salary it was made the valuation of the increased salary for night work as well, so it means that basic salary covers the increased salary for the eventual work at night.

	
Zarada se isplaćuje najmanje jedanput mesečno, a najkasnije do kraja tekućeg meseca za prethodni mesec. Prilikom svake isplate zarade i naknade zarade Poslodavac je dužan da Zaposlenom dostavi obračun. Zaposleni je dužan da ne prenosi drugim zaposlenima informaciju o iznosu svoje zarade, ili zarade drugih zaposlenih. Nepoštovanje ove obaveze smatra se povredom radne discipline i može biti razlog za otkaz ugovora o radu. Radni učinak Član 7. Radni učinak određuje se na osnovu kvaliteta i obima obavljenog posla, kao i odnosa Zaposlenog prema radnim obavezama. Radni učinak utvrđuje se na osnovu ocene rezultata rada koju daje direktor Poslodavca. Ocena rezultata rada sadrži sledeće kriterijume: kvalitet rada – greške i propusti u radu; kvantitet rada – ispunjavanje norme, odnosno ispunjavanje planiranih zadataka; inicijativnost, samostalnost, sposobnost organizacije; interpersonalni uticaj, timski duh, kolegijalnost, zainteresovanost za rad i zalaganje, poštovanje pravila rada i procedura rada; odnos prema sredstvima rada. Smatra se da je Zaposleni ostvario manji učinak od standardnog, naročito ako: - tokom meseca ostvari manji obim poslova od planiranih, - poverene poslove ne obavi kvalitetno, odnosno	Salary shall be paid at least once a month, at the latest by the end of the month for the previous month. During every payment of salary and compensation of salary, the Employer is obliged to deliver to the Employee calculation. The Employee is obliged not to disclose information on his salary to other employees, and not to try to find out the amount of salary of other employees. Breach of this obligation shall be considered as violation of work discipline and the reason for termination of employment. Work results Article 7. Work results would be determined based on the quality and volume of the performed work and the Employee's conduct in the respect of work duties. Work results would be determined on the basis of evaluation made by director of Employer. Evaluation of working results is based on next criteria: errors and omissions in the work, volume of work – fulfilling the norm, i.e. fulfilling the planned working tasks; initiative; independence; ability for organization; interpersonal influence, team spirit, collegiality, interest and devotion in work, respect of rules and proceedings of work, treatment of working tools. It would be considered that Employee realized working results less than standard, especially if: - he realizes a volume of work less than planned during the month; - he does not carry out entrusted jobs with

ako ih obavi sa kvalitetom koji je ispod standardnog za tu vrstu poslova; - pravi česte greške u radu; - ne poštuje rokove za izvršenje posla; - premašuje planirane ili uobičajene standarde i normative troškova. U zavisnosti od ostvarenog radnog učinka, Poslodavac može Zaposlenom isplatiti ugovorenu osnovnu zaradu uvećanu za deo zarade po osnovu radnog učinka u slučaju da Zaposleni ostvari radni učinak iznad standardnog, odnosno umanjenu ugovorenu osnovnu zaradu u slučaju da Zaposleni ostvari radni učinak ispod standardnog, u skladu sa Pravilnikom o radu. Naknada zarade i drugih troškova u vezi sa radom Član 8. Zaposleni ima pravo na naknadu zarade, uvećanu zaradu i druga primanja u skladu sa zakonom i aktima društva. Zaposleni ima pravo na obezbeđenu ishranu u toku rada, smeštaj za vreme rada i boravka u Srbiji i prevoz za dolazak na rad i odlazak sa rada. Plaćeno i neplaćeno odsustvo Član 9. Zaposleni ima pravo na plaćeno i neplaćeno odsustvo u skladu sa odredbama Zakona o radu. Godišnji odmor Član 10. Zaposleni ima pravo na godišnji odmor u trajanju od 20 radnih dana. Poslodavac i Zaposleni su se sporazumeli, a što svojim potpisom na ovom Ugovoru i potvrđuju, da Zaposleni može godišnji odmor da koristi u dva ili više delova, u periodu koji odobrava Poslodavac u zavisnosti od potrebe posla, uz prethodnu konsultaciju Zaposlenog.	quality, or he carry out entrusted jobs with quality which is under expected for that type of work; - he makes errors in work usually; - he does not respect the deadlines for finishing the work; - he exceeds planned or usual standards and normative of expenses. Depending on accomplished working results, the Employer shall pay to the Employee contracted basic salary increase for the part of salary on the basis of work results in the case that Employee accomplished working results more than standard or reduced contracted basic salary in the case that Employee accomplished working results less than standard, in accordance with Employment Rulebook. Compensation on salary and expenses related to work Article 8. The Employee is entitled to salary, increased salary and other earnings in accordance with the law and company's acts. The employee is provided with a meal during work, accommodation during work and residence in Serbia as well as the transportation to and from work. Paid leave – up and unpaid leave-up Article 9. Employee has a right on paid leave-up an unpaid leave-up in accordance with Labor Law of Republic of Serbia. Annual leave Article 10. The Employee has a right on annual leave in duration of 20 working days. The Employer and the Employee have agreed that the Employee uses his annual leave in two or more parts, for a period to be approved by the Employer, depending on the job requirements, with prior consultation with the Employee.
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Imovina poslodavca Član 11. Zaposleni je dužan da se prema imovini poslodavca odnosi sa dužnom pažnjom. Zaposlenima nije dopušteno da imovinu poslodavca koriste u lične svrhe ili da ih daju trećim licima bez posebnog odobrenja, da otuđe ili pronevere imovinu društva, da neovlašćeno rukuju imovinom društva, da se ne pridržavaju uputstava na sredstvima za rad; da usled nemarnog ili zlonamernog odnosa unište ili oštete imovinu društva. Zaposleni je odgovoran za imovinu društva kojom upravlja, odnosno raspolaže. Zato je u obavezi da se sa pažnjom odnosi prema radnom prostoru, uređajima, mašinama, motornim vozilima kao i da ekonomično koristi potrošni materijal, energiju, energente i sve ostale resurse koji su u upotrebi.	Employer's assets Article 11. The Employee shall handle the employer's assets with due care. Employees are not allowed to use employer's assets for personal purposes or give them to third parties without a special approval, alienate or embezzle the company's assets, handle the assets without authorisation, or fail to adhere to the instructions provided with the work equipment, or damage the company's assets by using them negligently or maliciously. The Employee is responsible for the company's assets he/she manages, or disposes of. The Employee shall treat the work environment, appliances, machinery, and motor vehicles with due care and use consumables, energy, energy products and other resources economically.
Obaveze Zaposlenog Član 12. Zaposleni je dužan da poslove svog radnog mesta obavlja savesno i odgovorno, u skladu sa profesionalnom praksom, prema svojim najboljim sposobnostima i znanju, kao i da poštuje naloge i uputstva Poslodavca, propise o protivpožarnoj zaštiti, propise o bezbednosti i zaštiti zdravlja na radu. Zaposleni je dužan da obavesti Poslodavca o bitnim okolnostima koje utiču ili bi mogle da utiču na obavljanje poslova utvrđenih ugovorom o radu, kao i da obavesti Poslodavca o svakoj vrsti potencijalne opasnosti za život i zdravlje i nastanak materijalne štete. Zaposleni će se uzdržati od svakog ponašanja koje se sukobljava sa najboljim interesima Poslodavca. Zaposleni je dužan da se prema svim stvarima kojima je Poslodavac zaduži za obavljanje posla odnosi sa dužnom pažnjom i u skladu sa profesionalnom praksom. Zaposleni je dužan da se pridržava svih pravila	Obligations of the Employee Article 12. The Employee is obliged to perform his work responsibly, in accordance with professional practice, upon his best abilities and knowledge, and with respect to the orders and instructions of the Employer, to respect fire safety regulations and regulations regarding the safety and protection of life and health at work. The Employee is obliged to notify the Employer of the relevant circumstances which affect or may affect the performance of work established by the Employment Contract, and to notify the Employer of any kind of potential danger to life and health and destruction of the property. The Employee shall refrain from any behavior that interferes with the best interests of the Employer. The Employee is obliged to use all working tools of Employer with due attention and in accordance with professional practice. The employee is obliged to comply with all the

ponašanja i života u smeštaju koji mu je obezbeđen za vreme rada i boravka u Srbiji. Zaposleni je dužan da se pridržava i da poštuje kućni red u smeštaju, da čuva i održava prostorije u kojima je smešten. Zaposleni ne sme da ošteti, uništi ili utuđi bilo koju stvar u smeštaju, budući da je takvo ponašanje zabranjeno Zakonom i internim aktima poslodavca. Zaposleni je dužan da se u smeštaju ponaša kulturno, profesionalno. Zaposleni ne sme da ulazi u verbalne ili fizičke sukobe sa bilo kojim licem, ili kolegama u smeštaju. Zaposleni je dužan da nadoknadi svaku štetu koju prouzrokuje u smeštaju, tako što će mu se od zarade obustaviti iznos utvrđene štete.

Zaposleni je odgovoran za štetu koju je na radu ili u vezi sa radom, namerno ili krajnjom nepažnjom, prouzrokovao poslodavcu.

Na postojanje štete, njenu visinu, okolnosti pod kojima je nastala, ko je štetu prouzrokovao i kako se naknađuje primenjujuće se odredbe zakona i opšteg akta poslodavca.

**Klauzula poverljivosti i klauzula zabrane
konkurencije
Član 13.**

Tokom trajanja radnog odnosa kao i po njegovom prestanku Zaposleni je dužan da čuva kao poverljive sve podatke do kojih je došao tokom svog radnog odnosa kod Poslodavca, a koji nisu dostupni javnosti, osim podataka koje je Zaposleni dužan da saopšti nadležnom državnom organu u skladu sa merodavnim propisima (klauzula poverljivosti).

U slučaju da Zaposleni povredi ovu obavezu čuvanja poverljivih podataka, biće dužan da nadoknadi Poslodavcu pričinjenu štetu. Kršenje klauzule poverljivosti predstavlja težu povredu radne obaveze i razlog za otkaz Ugovora o radu od strane Poslodavca. U slučaju otkaza Ugovora o radu iz razloga navedenih u ovom članu, Poslodavac takođe zadržava pravo da zahteva

rules of behavior and life in the accommodation provided to him during his work and residence in Serbia. The employee is obliged to comply with and respect all the house rules in the accommodation, to keep safe and maintain the premises in which he is accommodated. It is forbidden to the employee to damage, destroy or steal any thing in the accommodation, regarding that such behavior is prohibited by the Law and the internal acts of the employer. The employee is obliged to behave culturally and professionally in the accommodation. It is forbidden to the employee to enter into verbal or physical conflicts with any person, or colleagues in the accommodation. The employee is obliged to compensate all the damage he causes in the accommodation, by deducting the amount of the determined damage from his salary.

The Employee is responsible for the damages caused to the employer, intentionally or by gross negligence, at work or in connection with his/her work.

The existence of damage, its scope, circumstances under which it was caused, the guilty party and the manner of compensation shall be regulated by the provisions of the law and employer's general act.

**Confidentiality clause
and Prohibition of competition clause
Article 13.**

During the term of this employment and after termination of employment, the Employee is obliged to keep confidential all data that he gained during employment and which are not publicly available, except the data which Employee is obliged to notify to competent authorities in accordance with applicable law (confidentiality clause).

In the case that the Employee violates the duty of keeping those indicated data confidential, he m/ she will be obliged to compensate all damage done to the Employer. Breaching this confidentiality clause is a serious breach of the work obligation and a reason for termination of the employment by the Employer. In the case of termination, the employment by the reason

naknadu štete od Zaposlenog. Zaposleni se obavezuje da neće u svoje ime i za svoj račun, kao ni u ime niti za račun drugog pravnog ili fizičkog lica, obavljati poslove i radne zadatke predviđene ovim Ugovorom, kao ni druge poslove koje mu u izvršenju ovog Ugovora poveri Poslodavac, kao i da neće biti uključen u bilo koji posao koji bi konkurisao Poslodavčevom poslovanju i da neće ulaziti u poslovne transakcije ako bi njima konkurisao Poslodavcu, osim ukoliko dobije prethodno pismeno odobrenje Poslodavca (klauzula zabrane konkurencije). U slučaju da Zaposleni povredi obavezu poštovanja klauzule zabrane konkurencije, biće dužan da nadoknadi Poslodavcu pričinjenu štetu. Povreda klauzule zabrane konkurencije predstavlja težu povredu radne obaveze i razlog za otkaz Ugovora o radu od strane Poslodavca. U slučaju otkaza Ugovora o radu iz razloga navedenih u ovom članu, Poslodavac takođe zadržava pravo da zahteva naknadu štete od Zaposlenog.	mentioned in this Article, the Employer keeps the right to demand compensation of damage from Employee. The Employee agrees and obliges himself for its own behalf or on behalf of another natural person or legal entity, not to perform work tasks and duties stipulated with this Employment Contract, or other working tasks entrusted by the Employer in order to performe this Contract. The Employee agrees and obliges himself not to be involved in any business which is competitive to Employer's business, as well as not to enter into any business transaction which would be competitive to the Employer in any way, unless he receives a prior written approval of the Employer (prohibition on competition clause). In case Employee breaches the prohibition on the competition clause, the Employee will be obliged to compensate all done damages to Employer. Breach of this prohibition of competition clause is serious breach of the work obligation and the reason for termination of the employment by the Employer. In the case of termination Employment Contract from the reasons stipulated in this Article, Employer keeps the right to demand compensation of damage from Employee.
Zaštita ličnih podataka Član 14. Zaposleni izričito odobrava i saglasan je da se svi njegovi lični podaci koji su pribavljeni od strane Poslodavca prilikom zasnivanja i trajanja radnog odnosa, mogu koristiti i biti obrađeni od strane Poslodavca ili od strane trećeg lica po ovlašćenju Poslodavca, uključujući i prenos podataka u elektronskom formatu putem interneta. Zaposleni izričito izjavljuje da je saglasan da Ministarstvo unutrašnjih poslova RS kao i Nacionalna služba za zapošljavanje Republike Srbije koja izdaje radnu dozvolu za zapošljavanje prikuplja i obrađuje lične podatke koji se odnose na zaposlenog.	Personal data protection Article 14. The Employee agrees and approves that all his / her personal data which are obtained by the Employer in order to enter into this employment and during this employment can be used and be processed by the Employer or a third person on behalf of Employer, including the transfer of data in electronic form via internet. The employee expressly declares that he agrees that the Ministry of the Interior affairs as well as National Employment Service of the Republic of Serbia, which issues the work permit for employment, collects and processes personal data related to the employee.
Prestanak radnog odnosa	Termination of the employment

Član 15.	Article 15.
Radni odnos prestaje u slučajevima i na načine predviđene zakonom i Ugovorom o radu. Radni odnos može prestati na osnovu: - Pisanog sporazuma Poslodavca i Zaposlenog. Pre potpisivanja sporazuma Poslodavac je dužan da Zaposlenog pisanim putem obavesti o posledicama do kojih dolazi u ostvarivanju prava za slučaj nezaposlenosti; - Otkaza od strane Zaposlenog. Otkaz ugovora o radu Zaposleni dostavlja Poslodavcu u pisanom obliku, najmanje 15 dana pre dana koji je Zaposleni navela kao dan prestanka radnog odnosa. Otkazni rok u ovom slučaju ne može biti duži od 30 dana. - Otkaza Ugovora o radu od strane Poslodavca, ako postoji opravdan razlog koji se odnosi na radnu sposobnost Zaposlenog, njegovo ponašanje i potrebe poslodavca, u skladu sa Zakonom o radu Poslodavac može Zaposlenom za povredu radne obaveze ili nepoštovanje radne discipline da, ako smatra da postoje olakšavajuće okolnosti ili da povreda radne obaveze, odnosno nepoštovanje radne discipline, nije takve prirode da Zaposlenom treba da prestane radni odnos, umesto otkaza ugovora o radu, izrekne novčanu kaznu u visini do 20% osnovne zarade Zaposlenog za mesec u kome je novčana kazna izrečena, u trajanju do tri meseca, koja se izvršava obustavom od zarade, na osnovu rešenja poslodavca o izrečenoj meri.	The employment relationship can be terminated on the basis of the Labor Law of the Republic of Serbia and the Employment Contract. The employment relationship can be terminated on the basis of: - Written mutual agreement between the Employer and the Employee. Before signing that agreement the Employer is obliged to notify to Employee in written form which are consequences in the realization of rights in case of unemployment; - Unilateral termination by the Employee. Prior to termination of employment by the Employee he / she shall notify the Employer about his / her resignation - in written form - at least 15 days before the day that the Employee marked as the day of termination of employment. Notice period in this case cannot be longer than 30 days. - Unilateral termination by the Employer, if there is justified reason which refers to the work ability of the Employee, his / her behavior and the Employer's needs in accordance with the Labor Law of the Republic of Serbia. The Employer can in the case of breaching the working duty or violating the work discipline instead of termination of the Employment Contract oblige the Employee with a money penalty in an amount up to 20% of the basic salary of the Employee for the month when the money penalty is imposed, if the Employer finds that there are mitigating circumstances or if the Employer finds that the breach of working duty or work discipline is not of that nature that its necessary for the Employer to unilateral terminate the employment. The money penalty from this Article will be executed by suspension on salary, in duration up to three months, on the basis of the decision of the Employer.
Razlozi za otkaz ugovora o radu od strane Poslodavca Član 16.	Reasons for termination the employment by the Employer Article 16.

I Poslodavac može Zaposlenom da otkáže ugovor o radu ako za to postoji opravdani razlog koji se odnosi na radnu sposobnost Zaposlenog, njegovo ponašanje i potrebe Poslodavca, i to: – ako Zaposleni ne ostvaruje rezultate rada, odnosno nema potrebna znanja i sposobnosti za obavljanje poslova na kojima radi; – ako je pravnosnažno osuđen za krivično delo na radu ili u vezi sa radom; – ako se Zaposleni ne vrati na rad kod Poslodavca u roku od 15 dana od dana isteka mirovanja radnog odnosa iz člana 79 Zakona o radu, odnosno neplaćenog odsustva iz člana 100 Zakona o radu.	I The Employer can terminate the Employment Contract with the Employee if there is a justified reason which refers to the working ability of the Employee, his / her behavior and needs of the Employer: 1. If the Employee does not realize the required working result, i.e. the Employee does not have the needed knowledge and abilities for performing the tasks in accordance with the Employment Contract; 2. If the Employee is convicted for criminal act on work or in relation with work; 3. If the Employee does not come back to work to the Employer within 15 days from day of expiration of inaction of employment from Article 79 of the the Labor Law of Republic of Serbia, i.e. unpaid leave-up from Article 100 of the Labor Law of the Republic of Serbia.
II Poslodavac može zaposlenom otkazati Ugovor o radu u skladu sa odredbama Zakona o radu i opštim aktom, uključujući a ne ograničavajući se na sledeće slučajeve: – Ako zaposleni svojom krivicom učini povredu radne obaveze u skladu sa odredbama Zakona o radu i opštim aktom (Pravilnikom o radu). – Ako zaposleni ne poštuje radnu disciplinu u skladu sa odredbama Zakona o radu i opštim aktom (Pravilnikom o radu), odnosno ako je njegovo ponašanje takvo da ne može da nastavi rad kod poslodavca. – Ako usled tehnoloških, ekonomskih ili organizacionih promena prestane potreba za obavljanjem određenog posla ili dođe do smanjenja obima posla.	II The employer may terminate the employee's employment contract in accordance with the provisions of the Labor Law and the general act, including but not limited to the following cases: - If the employee, through his own fault, violates his work obligations in accordance with the provisions of the Labor Law and the general act (Employment Rulebook). - If the employee does not observe work discipline in accordance with the provisions of the Labor Law and the general act (Employment Rulebook), i.e. if his behavior is such that he cannot continue working for the employer - If in the cause of technical, economical or organization changes it is no longer required to do some jobs, or it comes to reducing of volume of work;
Završne odredbe Član 17. Zaposleni i Poslodavac prihvataju da se na sva prava, obaveze i odgovornosti koja nisu utvrđena ovim Ugovorom primenjuju	Final provisions Article 17 The Employee and Employer confirm that for every right, duty and responsibility not arranged by this Employment Contract will be used

odgovarajuće odredbe zakona i opštih akata Poslodavca. Poslodavac je ovlašćen, u skladu sa pozitivnim propisima Republike Srbije, da sačinjava interne pravilnike o svom poslovanju i pravilnike kojima se regulišu sva ili pojedina pitanja iz radnog odnosa. Poslodavac je u obavezi da podnese propisanu prijavu na obavezno socijalno osiguranje i da blagovremeno uplaćuje doprinose za penzijsko, invalidsko osiguranje, zdravstveno osiguranje i osiguranje za slučaj nezaposlenosti, u skladu sa zakonom. Poslodavac je dužan da zaposlenog pre stupanja na rad pismenim putem obavesti o zabrani vršenja zlostavljanja, pravima, obavezama i odgovornostima zaposlenog i poslodavca u vezi sa zabranom zlostavljanja u skladu sa Zakonom o sprečavanju zlostavljanja na radu. Poslodavac se obavezuje da obezbedi i sprovodi bezbednost i zdravlje na radu u skladu sa zakonom, propisima koji proizilaze iz zakona i opštim aktom poslodavca, kao i da obezbedi lična zaštitna sredstva za zaposlene koji rade na poslovima na kojima je predviđeno njihovo korišćenje. Zaposleni je dužan da se pridržava propisanih mera za bezbedan i zdravlja i zaštite na radu. Ovaj Ugovor je sačinjen u četiri istovetna primerka, po dva primerka za svaku ugovornu stranu.	appropriate law provisions or provisions from general act of the Employer. The Employer is entitled, in accordance with the applicable law of the Republic of Serbia to make internal rules of working and rules which regulate all or some issues from employment. Employer is obliged to submit application for mandatory social insurance and pay the contributions for pension and disability insurance, health insurance and post-employment cover in due time, in accordance with the law. Employer is obliged to inform the Employee in written, prior to his/her commencement of work, about the prohibition of harassment, rights, duties and responsibilities of the employer and the Employee regarding the prohibition of harassment pursuant to the Law on Prevention of Harassment at Work. Employer shall ensure health and safety at work in accordance with the law, the regulations that arise from the law and employer's general act, and procure personal protection for the employees at the positions which require the use of protective equipment. The Employee shall comply with the prescribed measures that regulate health and safety at work. This Employment Contract is made in four identical copies, two for each contractual part.
SANTOSH PAUDEL	