

On the basis of Article 6 of the Public Funds Act (Official Gazette, No. 22/2000) and the Founding Act of *Ad futura*, Scientific and Educational Foundation of the Republic of Slovenia, a public fund (Official Gazette, Nos. 63/01, 78/01 and 59/03), the Director of *Ad futura*, with the agreement from the Supervisory Board given on 6 November 2003, hereby issues

## RULES ON THE GENERAL CONDITIONS OF OPERATION OF THE AD FUTURA FOUNDATION

### Article 1 (activities)

- 1) The *Ad futura* scientific and educational public foundation of the Republic of Slovenia (hereinafter: *Ad futura*) shall finance study, research and individual projects from budgetary and other resources. The purpose of the use of funds shall be laid out annually in the Business Plan of the foundation.
- 2) *Ad futura* may regulate specific areas of its operation by means of rules or some other document.

### Article 2 (explanation of terminology)

The expressions used in these Rules shall have the following meaning:

A **call for applications** is the publication of a call for applications, offering financing from earmarked *Ad futura* resources.

**Eligibility conditions** are the conditions, set in advance, on the basis of which funds are allocated.

**Application documentation** consists of all the documents related to each call for applications, including: the text of the call for applications, an application form together with instructions for its completion and any other necessary information.

The **application procedure** is the entire procedure during which candidates responding to a call for applications are selected.

The **Programme Council** is a professional body, appointed by the Director of the *Ad futura* foundation, which takes part in the drawing up of the foundation's programmes.

The **Committee for Applications** is the expert advisory body appointed by the *Ad futura* Director for each specific call for applications

An **evaluator** is an expert or an institution, included in the list of evaluators, who gives opinions about any questions arising from a specific call for applications.

**Financing** means any allocation of financial funds on the part of the *Ad futura* foundation, be it a scholarship or another form of financing or subsidy.

### Article 3 (financing)

- 1) Support for international mobility of students, researchers and secondary school pupils is offered in the form of scholarships and loans for the payment of fees or for the covering of living expenses in line with the eligibility conditions to:

- **Slovene students** for graduate and postgraduate study at universities abroad and to **foreigners** for graduate and postgraduate study at universities in Slovenia;
  - **Slovene researchers** for research work abroad, **foreign researchers** for participating in research teams in Slovenia and to **Slovene researchers, living and working abroad**, for participation in research teams and for pedagogical work in Slovenia;
  - **secondary school pupils, who are foreign citizens** and who are attending an International Baccalaureate programme in Slovenia.
- 2) The implementation of these projects is regulated by the Rules on Granting Scholarships and the Rules on Financing Co-operation in Research, both of which are a constituent part of these Rules.

#### **Article 4**

##### **(method of allocating *Ad futura* funds)**

- 1) *Ad futura* grants scholarships via calls for applications which can, with respect to purpose, be either public or closed.
- 2) Public calls for applications are aimed at natural and legal persons, whereby they can directly obtain funds, and can either have a **set** deadline or be **open-ended**. With respect to **open-ended calls for applications**, funds are granted to those who fulfil the criteria and conditions set in advance in the order that applications are received until the funds are exhausted. In relation to **calls for applications with a set deadline**, funds are offered to those who receive, during the evaluation procedure, the highest number of points in line with the set criteria and priorities.
- 3) **Closed calls for applications** are aimed at a particular target group determined in advance (educational and research institutions, etc.), which fulfils the eligibility conditions. Institutions apply for scholarships for candidates – natural persons – who are being educated or who participate at these institutions.
- 4) *Ad futura* publishes calls for applications in the Official Gazette of the Republic of Slovenia and on the *Ad futura* web site. A notice about a call for application is also published in a daily newspaper.
- 5) Persons referred to in paragraphs 2 and 3 of this Article may apply when, in addition to the conditions specified in these Rules, they also fulfil the conditions stated by a specific call for applications, which they can prove by submitting the required documentation.

#### **Article 5**

##### **(deadlines)**

- 1) The period for the collection of applications starts on the day after a call for applications is published in the Official Gazette and lasts until the expiry of the deadline.
- 2) The period within which documentation must be supplemented is specified in the request for supplementation. The deadline specified by the official person leading the procedure, or the extendable deadline set in line with regulations, may be extended on the basis of a request submitted by the person in question prior to the expiry of the deadline, when justifiable reasons for such an extension have been given.

- 3) The documentation is deemed to have been submitted within the deadline when:
- it has been sent by ordinary mail so that it is delivered to the *Ad futura* foundation head-office on the day of the deadline at the latest,
  - it has been sent by recorded mail on the day of the deadline at the latest, as established by the date on the postal stamp,
  - it has been sent by fax on the day of the deadline at the latest, as established on the basis of the date printed by the fax machine,
  - it has been sent by e-mail, when all the criteria on safe electronic transmission (a digital signature, using a valid digital certificate, issued by an authorised certifier) are fulfilled, as established on the basis of the date when the email was sent,
  - it has been handed to an official person at the *Ad futura* head-office during office-hours on the day of the deadline at the latest.

## **Article 6 (mutatis mutandis application of these Rules)**

- 1) These Rules shall apply mutatis mutandis whenever *Ad futura* is making decisions on applications and the rights and obligations of applicants, candidates, those eligible for funds and the recipients of grants. Furthermore, these Rules shall apply mutatis mutandis also with respect to the realisation of other projects, unless separately regulated by special rules or another act.
- 2) The General Administrative Procedure Act shall apply for all the procedural rules related to the allocation of funds.
- 3) The Code of Obligations shall apply with respect to the conclusion and realisation of contracts.

## **Article 7 (documentation)**

- 1) *Ad futura* will handle all the documentation material in line with the regulations on office procedures and on the handling of archived materials. The application documentation, on the basis of which data is entered into the required registers, will be kept for five years following the fulfilment of all the contractual obligations or following the finality of a judgement.
- 2) The application documentation and the documentation relating to the allocation of funds which is not subject to regulations on the keeping of data shall be destroyed according to the rules applying to the handling of confidential data.

## **Article 8 (accessibility of public information)**

- 1) *Ad futura* shall enable access to information related to its activities and the rights and obligations of individuals in accordance with the Act on Access to Information of Public Character and the Personal Data Protection Act.
- 2) Information not accessible via the database and the web site which will, at a request of an individual, need to be drawn up separately, shall be obtainable after the payment of a charge in line with the Government regulation governing the charging of conveyance costs in relation to public information.

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**Article 9**  
**(business confidentiality)**

Information on the course and outcome of the application procedure related to candidates is confidential and all those who are ex officio acquainted with this information, as well as those who come in contact with it in any way, shall be bound to protect it in line with the law.

**Article 10**  
**(donations)**

- 1) *Ad futura* co-operates with natural or legal persons that are entities of public or private law in order to obtain donations for the realisation of its purpose or for the co-financing of joint projects within the framework of its mission.
- 2) Donations are deemed *Ad futura's* income and can be used exclusively for *Ad futura's* purposes, taking into account the wishes of donors.

## RULES ON GRANTING SCHOLARSHIPS

### Article 11

#### (general information)

- 1) With the Rules on Granting Scholarships *Ad futura* regulates the allocation of scholarships to Slovene students for graduate and postgraduate study at universities abroad, to foreigners for graduate and postgraduate study at universities in Slovenia, and to secondary school pupils who are foreign citizens and who are enrolled for the International Baccalaureate in Slovenia.
- 2) These Rules define the conditions, criteria and procedure for granting scholarships, the procedure for protecting the rights of candidates and scholarship holders, and the mutual rights and obligations between the scholarship holders and *Ad futura*.

### Article 12

#### (the method of fund allocation)

- 1) Applications from all candidates who have applied by the deadline and who fulfil the specified condition, will be assessed at the same time on the basis of the selection criteria and priorities. In the case of calls for applications with an open deadline, scholarships will be allocated until all the funds have been exhausted to all the candidates who fulfil the specified conditions.
- 2) The selection procedure shall be carried out in line with the legislation currently in force, these Rules and the principles of natural justice, so that every application is considered, carefully reviewed and its value conscientiously and scrupulously assessed according to the selection criteria.

### Article 13

#### (explanation of terminology)

Expressions used in these Rules have the following meaning:

A **candidate** is a person who has applied for a scholarship.

**Allocation of points** is the evaluation of the fulfilment of specific conditions according to the selection criteria, determined by these Rules and by each call for applications.

**Selection criteria** are the criteria and priorities, on the basis of which candidates obtain points for classification according to the priority order.

**Delimitation criteria** are the criteria enabling the ranking of candidates when a choice has to be made between two or more candidates with the same number of points.

The **final list** is the list of scholarship beneficiaries.

A **scholarship beneficiary** is a candidate who has been approved for a scholarship by means of a Decision.

A **scholarship holder** is a scholarship beneficiary, with whom a scholarship contract has been concluded and who is the recipient of *Ad futura* funds.

A **scholarship** is financial (academic) assistance, granted by *Ad futura* for the payment of fees in part or in whole, or any other expenses, as determined by the call for applications.

**Fees** are the amount of money a student pays to an institution each year to be able to study there. Fees do not include any other obligatory or voluntary payments to the institution, for example: the enrolment fee, the cost of literature or membership of an organisation or club, laboratory contributions, health or other insurance and other expenses.

**Living expenses** are defined in the Decision on the Amount issued by the *Ad futura* Director for each call for applications.

#### **Article 14 (applying in response to a call for applications)**

- 1) Candidates must, by the deadline or by the date on which the funds have been exhausted, submit their application on the application form, to which all the certificates proving the fulfilment of the specified conditions and selection criteria must be attached. A different application form is designed for each particular call for applications and must be used when applying.
- 2) The application form includes the candidate's statement about his or her agreement to public announcement of his or her being the recipient of a scholarship from the *Ad futura* foundation.

#### **Article 15 (certificates)**

- 1) Certificates proving that all the conditions are fulfilled may be photocopies. However, at a request from *Ad futura*, a candidate must, within the specified deadline, produce the original or a certified copy, proving that he or she fulfils the conditions for obtaining a scholarship. If a certificate in a foreign language is submitted, *Ad futura* shall have the right to demand an official translation, which must be supplied within the specified deadline.
- 2) If there are grounded suspicions that the submitted certificate is not genuine or that the claims in it are false or incomplete, *Ad futura* may demand from the certificate issuer or the competent body that its genuineness or veracity be confirmed, or that all the necessary information is subsequently provided.

#### **Article 16 (inclusion in the final list)**

- 1) All the candidates, who fulfil the specified conditions, are ranked in priority order, according to the number of points.
- 2) When one scholarship beneficiary must be chosen from among two or more candidates with an equal number of points, delimitation criteria shall be used, which are defined for each call for applications separately.

#### **Article 17 (deciding on selection)**

- 1) The Committee for Applications and the evaluator co-operate during the fund allocation procedure. The *Ad futura* Director issues a Decision on the outcome of the call for applications for each candidate.

- 2) The Decision on the outcome of a call for applications includes all the important conclusions, related to each candidate and the share of the approved funds.
- 3) A Decision containing an explanation for the rejection of the application is sent to candidates who do not fulfil the specified conditions. Candidates who fail to submit the certificates proving fulfilment of conditions within the specified deadline are issued with a Decision rejecting their application.

### **Article 18 (appeals procedure)**

- 1) Decisions on appeals shall be made by the Ministry of Education, Science and Sport, which is the appellate body.
- 2) Candidates may appeal to the *Ad futura* foundation against a Decision issued within 15 days of its receipt. An appeal should be submitted in the same way as an application or so that it is put on record at the *Ad futura* head office.

### **Article 19 (concluding a contract)**

- 1) The final Decision on the selection is executable. The scholarship beneficiary is given a contract to sign. The beneficiary must sign all the contract copies and return them to *Ad futura* for signature within 14 days of receipt.
- 2) If a beneficiary does not intend or is unable to conclude a contract, either not wanting to or for objective reasons, he or she must immediately inform *Ad futura* in writing within eight days of the reasons arising.
- 3) If a beneficiary, for whatever reason, does not enter into a contract, he or she shall be issued with a Decision on the deprivation or cessation of the right to a scholarship. After this Decision becomes final, the next highest ranking candidate is included in the final list, funds permitting.

### **Article 20 (execution of contracts)**

- 1) After a contract has been signed, *Ad futura* transfers:
  - a scholarship for school fees to the business account of the educational institution that issued the invoice for the fees on behalf of the scholarship holder;
  - a scholarship intended to cover living expenses to the personal account of the scholarship holder in Slovenia;
  - a scholarship for secondary school pupils to the business account of the institution they attend.
- 2) If *Ad futura*, for objective reasons and on the basis of a proof that the scholarship holder has already paid the fees, pays the approved amount for fees in the scholarship holder's own account in Slovenia, this amount shall be paid in Slovene tolar, calculated according to the middle exchange rate of the Bank of Slovenia on the day of payment by *Ad futura*. When a scholarship is paid in advance, the scholarship holder must, within 8 days of enrolling, send a certificate of enrolment, otherwise *Ad futura* can rescind the contract and the scholarship holder must return the revalued amount of any already paid funds.



## **Article 21**

### **(continuation of scholarship)**

- 1) The contract is implemented for one academic year and it is continued beyond that when the scholarship holder fulfils the specified conditions for continuing his or her studies in the subsequent year at the same institution.
- 2) A scholarship holder who does not fulfil the condition referred to in the previous paragraph, loses the right to a scholarship for the subsequent year, and the scholarship relationship between the two contractual parties and the status of scholarship holder is on hold for a year. If it is established that a scholarship holder, after one year, once again fulfils the specified conditions for the continuation of the scholarship, then this is approved. However, the scholarship holder is not entitled to a scholarship for the period when the scholarship relationship was on hold. If after a year on hold, the scholarship holder still does not fulfil the prescribed conditions, he or she loses the right to the scholarship.
- 3) If a scholarship holder, for justifiable reasons, does not fulfil the prescribed conditions for the continuation of his or her studies, or he or she does not continue his or her studies, the scholarship relationship is put on hold for as long as the justifiable reasons apply, but for no longer than three years. A scholarship holder must, as soon as the reasons no longer apply, submit proofs of again fulfilling the conditions.
- 4) Justifiable reasons are illness or injury, because of which the scholarship holder in question in the opinion of his or her personal doctor can not fulfil his or her contractual obligations, or motherhood or maternity leave, state duties or a higher force, such as reasons arising at the institution, which prevent him or her continuing or completing his or her studies or submitting the proofs of fulfilling the conditions, and any other contractual obligations.

## **Article 22**

### **(obligations of scholarship holders)**

- 1) After the completion of their studies, scholarship holders are bound by the contract to find employment in Slovenia, unless the call for applications states otherwise. A scholarship holder's employment in Slovenia must last for a period at least as long as the period during which he or she was receiving the scholarship. *Ad futura* may release the scholarship holder from this obligation, when he or she has had the status of an active seeker of employment for at least a year, which is proven by a certificate issued by the competent Employment Office of the Republic of Slovenia, or when due to an illness or injury, he or she is permanently incapable of working.
- 2) The provisions stated in the previous paragraph of this Article do not apply to *Ad futura* scholarship holders who are foreign citizens.

## **Article 23**

### **(consequences of not fulfilling the obligations)**

- 1) If a scholarship holder, after successfully completing his or her studies, does not fulfil the contractual obligations, he or she must return the revalued amount of the scholarships received in line with current legislation within the period equal to that



during which he was receiving the scholarship, starting at least two years after commencement of employment or three years after the completion of studies.

- 2) If a scholarship holder, for unjustified reasons or on culpable grounds, interrupts his or her studies or does not complete them within the deadline set in the contract, he or she must return the revalued scholarship funds received within a year of the cessation of the scholarship. If a scholarship holder fails to return the scholarship funds within eight days of receiving the summons to pay, default interest starts accruing from the day of the deadline stated in the summons, to the day of payment.
- 3) Culpable grounds arise when a scholarship holder drops out of studies of his or her own accord, does not progress to the subsequent year, is expelled from the educational institution in question, changes the course without the prior agreement of *Ad futura*, or if it has been established that the information on the basis of which he or she acquired the right to the scholarship is false.

#### **Article 24 (cessation of rights)**

In addition to the reasons specified in the first, second and third paragraph of Article 13 of these Rules, the right to a scholarship also ceases when a candidate or a scholarship holder does not supply in time all the information needed for taking a decision on his or her right to a scholarship or information related to the continuation of the scholarship relationship.

#### **Article 25 (selection criteria)**

All or some of the following criteria and priorities may be used within each call for application:

##### **a) grades**

Candidates must have the average grade determined by the call for applications.

##### **b) special achievements or awards**

Special achievements and awards related to study, academic or professional area, and acknowledgements from knowledge competitions are all taken into account.

##### **c) course of study**

Each call for applications may determine certain priority courses of study. If a candidate wishes to study more than one course, the course higher on the priority list is the one taken into account.

##### **d) study level**

Priority is given to candidates who are enrolling for a specific level of study (doctoral, masters, graduate, etc.).

##### **e) employment experience**

Priority is given to candidates with some employment experience.

##### **f) country in which study is to take place**

Each call for applications may determine the priority order of countries:

- from which candidates, who are foreign citizens, come to study in Slovenia,
- and where Slovene citizens go to study.

##### **g) choice of institution**

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Each call for applications may state that priority is given to candidates who enrol at specific educational institutions.

## RULES ON FINANCING CO-OPERATION IN RESEARCH

### Article 26

#### (subject of these Rules)

- 1) With these Rules on Financing Co-operation in Research *Ad futura* regulates grants for accommodation and other expenses specified in each call for applications for:
  - researchers, who are citizens of the Republic of Slovenia, for research work abroad,
  - researchers, who are citizens of other countries, for taking part in a research group in Slovenia and
  - Slovene researchers, living and working abroad, for research and pedagogical work in Slovenia.
- 2) These Rules define the conditions, criteria and the procedure for financing, the method for realising the rights of candidates or recipients of grants, mutual rights and obligations between the recipients of grants and the *Ad futura* foundation, and other regulations.

### Article 27

#### (principles related to operation)

- 1) Institutions (hereinafter: applicants) apply for funds for candidates, who are natural persons and who participate in research projects in these institutions and in pedagogical work.
- 2) Funds are allocated in line with the currently applying legislation, the Rules on the General Conditions of Operation of the *Ad futura* Foundation, these Rules and the principles of natural justice, so that every application is considered, carefully reviewed and its value is conscientiously and scrupulously assessed according to the prescribed conditions.

### Article 28

#### (explanation of terminology)

Expressions used in these Rules shall have the following meaning:

**Financing** means both financing and co-financing.

**Expenses** are the costs of accommodation, air tickets for travelling to or from Slovenia, and other costs, covered partly or in full. They are determined separately in each call for applications.

An **applicant** is an education or research institution or a commercial company, which invites a researcher or an expert to participate.

A **candidate** is the individual, researcher or expert submitted by the applicant.

**Recipients of grants** are institutions or individuals, in relation to whom a contract has been concluded.

### Article 29

#### (applying)

An applicant must, within the deadline, submit an application for the candidate on an application form, to which are attached certificates proving that the specified conditions

are fulfilled and the statement by the candidate, agreeing to the application. There is a different application form (hereinafter: application) for each call for applications and this must be used by applicants.

### **Article 30 (certificates)**

- 1) Certificates proving the fulfilment of conditions may be photocopies. However, at *Ad futura's* request, the candidate must, within the specified deadline, produce the original or a certified copy of the certificate, proving that the conditions for subsidy are fulfilled. If a candidate submits a certificate in a foreign language, *Ad futura* shall have the right to demand an official translation, which must be supplied within the deadline specified.
- 2) If there are grounded suspicions that the submitted certificate is not genuine or that the information given is false or incomplete, *Ad futura* may demand from the issuer or the competent body that the genuineness or veracity is confirmed or that all the necessary information is provided.

### **Article 31 (criteria and priorities)**

- a) scientific success of the applicant and the candidate
- b) research area
- c) institution

Each call for applications may specify that priority will be given to those candidates who will carry out their research at a specific institution.

#### **d) country**

Each call for applications may specify the priority order of countries:

- from which candidates, who are foreign citizens, come to Slovenia,
- where Slovene citizens go.

### **Article 32 (deciding on selection)**

- 1) The commission responsible for calls for applications and evaluators co-operate during the procedure of fund allocation.
- 2) A Decision is issued on the outcome of the call for applications and on the selection of candidates. If an applicant has entered more than one candidate, a joint Decision is issued for all of them.
- 3) The Decision on the outcome of the call for applications includes all the important conclusions relating to the candidate and the amount of the approved funds.

### **Article 33 (appeals procedure)**

- 1) Candidates may appeal to *Ad futura* against a Decision issued within 15 days of its receipt. An appeal should be submitted in the same way as an application or so that it is put on record at the *Ad futura* head office.

- 2) Decisions on appeals shall be made by the Ministry of Education, Science and Sport, which is the appellate body.

**Article 34**  
**(concluding a contract)**

- 1) The final Decision on selection is executable. The applicant is given a contract to sign. The applicant must sign all the contract copies and return them to *Ad futura* for signature within 14 days of receipt.
- 2) If an applicant does not intend or is unable to conclude a contract, either not wanting to or for objective reasons, *Ad futura* must be informed of this in writing within eight days of the reasons arising.
- 3) If an applicant, for whatever reason, does not enter into a contract with *Ad futura*, a Decision will be issued on the deprivation or cessation of the right to a subsidy.

**Article 35**  
**(execution of contracts)**

After the contract has been signed, *Ad futura* transfers the approved funds for researchers in a single amount to the business account of the applicant.

**Article 36**  
**(obligations of the recipients of grants)**

- 1) After the completion of co-operation with the recipient of a grant, an applicant must submit a confirmation that the recipient's obligations have been completed.
- 2) The recipient of a grant may complete his or her obligations prior to the deadline, but no sooner than within 3 months, otherwise it shall be deemed that he or she did not fulfil his or her obligations to the applicant and thus also to *Ad futura*.

**Article 37**  
**(consequences of unfulfilled obligations)**

- 1) When a recipient of a grant fulfils his or her obligations to the applicant within a period of time shorter than 3 months, it is necessary to return the revalued amount of the grant in line with the legislation in force at the time.
- 2) If a recipient of a grant does not fulfil his or her obligations to the applicant for justifiable reasons, the grant rests until the justifiable reasons for the interruption apply, but for no more than half a year in total. An applicant may at any time submit confirmation that the recipient of a grant has fulfilled his or her obligations.
- 3) Justifiable reasons are illness or injury, because of which a recipient of a grant in the opinion of his or her personal doctor is unable to fulfil his or her obligations, or motherhood or maternity leave, military service and other state duties, or a higher force, such as reasons at the institution in question, preventing the recipient of a grant from fulfilling his obligations to the applicant.
- 4) If a recipient of a grant interrupts his or her work, or for unjustifiable reasons or on culpable grounds does not complete it within the time specified in the contract, the applicant must return the revalued amount of funds received. If the applicant does not return the funds within eight days of receiving the summons to pay, default

interest starts accruing from the day of the deadline specified in the summons, to the day of payment.

- 5) Culpable grounds arise if the recipient of a grant of his or her own accord stops working on the project or on research for which the subsidy has been allocated, or if the research institution in question puts a stop to the co-operation.

**Article 38  
(cessation of rights)**

In addition to the reasons stated in the previous Article, the right to a subsidy also ceases when the applicant fails to supply in time all the information needed for taking a decision on the right to the subsidy.

**Article 39  
(transitional and final provision)**

- 1) On the day the Rules on the General Conditions of Operation of the *Ad futura* Foundation, the Rules on Granting Scholarships and the Rules on Financing Co-operation in Research come into force, the Rules on the General Conditions of Operation of the Ad Futura Public Foundation (Official Gazette, Nos. 45/02, 54/02 and 59/03) shall cease to apply.
- 2) The Rules on the General Conditions of Operation of the *Ad futura* Foundation, the Rules on Granting Scholarships and the Rules on Financing Co-operation in Research shall enter into force on the day of being published in the Official Gazette of the Republic of Slovenia.

Director  
Dr Lidija Honzak

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Ljubljana, 6 November 2003