

Erasmus for Young Entrepreneurs

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Agreement for financial support to the New Entrepreneur between the New Entrepreneur and the Intermediary Organisation

Agreement for financial support number: RLT163959

The New Entrepreneur's Intermediary Organisation

Name: Creative Industry Košice, n.o.

Address: Kukučínova 2, 040 01 Košice

Tel.: +4216964279

Fax: -

E-mail: marian.matusak@cike.sk

Name of the authorized representative: Michal Hladký

Hereafter referred as the "NIO"

of the one part,

and

the New Entrepreneur

Name: Matúš Kaboš

Address:

Tel.: +4

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considering that the NE has been successfully selected by both the NIO and the Host Entrepreneur's Intermediary Organisation (HIO), after agreement of the host entrepreneur *SCHLOTEN Moritz - ANNABAU Architektur und Landschaft GmbH*, to take part in the European Commission's programme "Erasmus for Young Entrepreneurs",

HAVE AGREED

the following special conditions and annexes below

- **Annex 1:** "General Conditions applicable to the financial support to the New Entrepreneur selected for a stay abroad with a Host Entrepreneur"
- **Annex 2:** "Erasmus for Young Entrepreneurs Commitment" concerning the relationship number RLT163959

which form an integral part of this agreement for financial support.

The terms of the special conditions shall take precedence over those in the annexes.

SPECIAL CONDITIONS

Article 1 - Aim and purpose of the financial support

Erasmus for Young Entrepreneurs aims to facilitate the exchange of experiences, learning and networking for new entrepreneurs in the EU through periods spent at companies of experienced entrepreneurs in other EU Member States.

The purpose of this agreement is to offer financial support to the NE. The support has the function of covering the travel, accommodation and subsistence costs which the NE incurs while staying with the Host Entrepreneur (HE) within the framework of this mobility programme. The NE accepts to take part in the European Commission's programme Erasmus for Young Entrepreneurs and to comply with all the conditions related to the implementation of this project.

Article 2 – Duration and place

- 2.1. This agreement shall enter into force on the date when the last of the two parties signs it.¹
- 2.2. The duration of the stay abroad with the HE is from *14/12/2015* to *13/06/2016*. The stay has a total duration of *6 months and 0 days*.
- 2.3. The stay abroad will take place in city *Berlin, Germany*.
- 2.4. The stay abroad must be completed within the eligibility period of the NIO's grant agreement that the latter has concluded with the Commission in the framework of the programme Erasmus for Young Entrepreneurs.
- 2.5. The minimum duration of the stay abroad of the NE shall be one month and the maximum duration shall be six months.
- 2.6. The NE and the HE may agree that the stay abroad should be completed in one or more periods of one week. NE is paid only for the stay abroad.
- 2.7. The NE is obliged to inform without any delay his/her NIO in case of events or developments that might have any impact on his/her stay or his/her relationship with the HE.

¹ The recommended practice is for the NIO to sign last.

Article 3 - Financial support

- 3.1. The NIO undertakes to pay to the NE a monthly lump sum of € 830.00 per month.
- 3.2. This monthly amount is deemed to cover all necessary expenses, such as travel, accommodation and subsistence.
- 3.3. The NIO is entitled to ask the NE for evidence to ensure that the exchange takes place.
- 3.4. In case of early termination of the exchange, the financial support will be modified according to the provision of Article 1 of Annex 1.

Article 4 – Payment arrangements

- 4.1. Prior to the start of the stay, the NIO shall do an advance payment to the NE being equivalent to one month of the financial assistance foreseen. Further advance payments should be made at least on a monthly basis allowing NEs to cover their expenses during the stay.
- 4.2. The request for final payment shall be accompanied by the NE's final activity report (feedback questionnaire) that needs to be submitted by the NE within 15 working days after the end of the stay. The balance of maximum one month equivalent should be paid within 45 days of submission of the corresponding feedback questionnaire.

Article 5 – Contact person

Any communication in connection with this agreement shall be done by the NE in writing to the contact person mentioned below. The NE is obliged to communicate his/her contact details to the contact person as soon as he/she has arrived in the city/country mentioned in Article 2.3.

Name and surname of the contact person in the NIO: Marián Matusák

Function: Project coordinator

Address: Kukučínova 2, 040 01 Košice

Tel.: +4

Fax: -

Email: marian.matusak@cike.sk

Article 6 – Bank account

Payment of the financial support will be made to the following bank account according to the conditions mentioned in Annex 2 of this agreement:

Name
Name
Address
Full address
BIC: ()
IBAN: ()

Article 7 – Applicable law and competent jurisdiction

- 7.1. The grant is governed by the terms of this agreement, the Community rules applicable and, on a subsidiary basis, by the law of the NIO's country relating to grants.
- 7.2. The courts having jurisdiction for matters relating to the grant agreement shall be those of the country of NIO.

Article 8 - Amendment

- 8.1. Any amendment to this agreement must be the subject of a written supplementary agreement. No oral agreement may bind the parties to this effect.

Done in two copies, one for each party

Done at Košice, 11. 12. 2015

Done at Košice, 11. 12. 2015

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Signature of NE

Annex 1

General conditions applicable to the financial support to the New Entrepreneur selected for a stay abroad with a Host Entrepreneur

In the framework of the programme “Erasmus for Young Entrepreneurs” the NIO shall provide financial support to the New Entrepreneur (NE) selected for his/her stay abroad with the Host Entrepreneur (HE). This financial support is subject to the following conditions.

1. Early termination of the stay abroad

- 1.1. If the entrepreneurs agree to finish the relation within a shorter period than initially agreed on and ask for **early completion** of the stay, both NE and HE must explain the reasons for early termination of the exchange and conclude that the stay abroad nevertheless reached the goals the parties committed to. In this case, the NE is entitled to receive financial assistance for the time he/she actually stayed abroad.
- 1.2. Provided the NE and an the HE did not fulfil the commitments agreed to by the HE, NE and the IOs, involved in the Erasmus for Young Entrepreneurs Commitment, the relation will be considered **failed**². Based on the NIO evaluation of the reasons given by the NE for early termination, either of the following actions are to be implemented:
 - 1.2.1 The NE will have to reimburse any amounts received if the relationship failed because the NE did not respect his/her obligations under the Erasmus for Young Entrepreneurs Commitment. The NE will have to reimburse all the advanced payments within 15 working days of receiving a request to do so.
 - 1.2.2. No reimbursement will be claimed from the NE and final payment will be made if the relationship failed because the HE did not respect his/her obligations under the Erasmus for Young Entrepreneurs Commitment.
 - 1.2.3. When responsibility for the unsuccessful relationship cannot be attributed to either the NE or HE, then the decision to reimburse the new entrepreneur will be taken by the European Commission.

2. Liability

- 2.1 The NIO cannot under any circumstances or for any reason whatsoever be held liable for damage or injury sustained to the property of the NE or the HE

² A relationship is not considered as failed when: the NE stays for the full time of the contract/ the NE and HE mutually agree that the relationship can be shorter than initially agreed and are both satisfied with the exchange/ the relationship breaks due to force majeure.

while the stay abroad is being carried out or as a consequence of the stay abroad.

- 2.2 The NE shall assume sole liability towards third parties, including liability for damage or injury of any kind sustained by them as a result of an infringement by the NE, or as a result of violation of a third party's rights by the NE while the stay abroad is being carried out, or as a consequence of the stay abroad. The NE shall discharge the NIO of all liability arising from any claim or action brought as a result of an infringement by the NE, or as a result of violation of a third party's rights.

3. Conflict of interests

- 3.1 The NE undertakes to take all the necessary measures to prevent any risk of conflict of interests which could affect the impartial and objective execution of the agreement. Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional reasons, or any other shared interest.
- 3.2 Any situation constituting or likely to lead to a conflict of interests during the execution of the agreement must be brought to the attention of the NIO, in writing, without delay. The NE shall undertake to take whatever steps are necessary to rectify this situation at once.
- 3.3 The NIO reserves the right to check that the measures taken are appropriate and may demand that the NE take additional measures, if necessary, within a certain time.

4. Confidentiality

The NIO and the HE undertake to preserve the confidentiality of any document, information or other material directly related to the subject of the agreement that is duly categorised as confidential, if disclosure could cause prejudice to the other party. The parties shall remain bound by this obligation beyond the closing date of the action.

5. Checks and audits

- 5.1 The NE agrees that the NIO may carry out an audit of the use made of this financial support, either directly by its own staff or by any other outside body authorised to do so on its behalf. Such audits may be carried out throughout the period of implementation of the agreement until the balance is paid and for a period of five years from the date of payment of the balance. Where appropriate, the audit findings may lead to reimbursement from the NE to the NIO.

- 5.2 The NE undertakes to allow the NIO staff the appropriate right of access to sites and premises where the programme is or has been carried out and to all the information, including information in electronic format, needed in order to conduct such audits.
- 5.3 The European Court of Auditors and the European Commission shall have the same rights as the NIO, notably right of access, as regards checks and audits.

Annex 2

**‘Erasmus for Young Entrepreneurs Commitment’
concerning the relationship number ...**

{to be added}

Annex: Erasmus for Young Entrepreneurs Commitment

RLT163959

I. DETAILS ABOUT THE NEW ENTREPRENEUR

Name of the participant: Mr Matúš Kaboš

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II. DETAILS ABOUT THE HOST ENTREPRENEUR

Host entrepreneur: Mr Moritz Schloten

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III. SUMMARY OF THE PROPOSED STAY ABROAD

Months of stay abroad : 6

Planned start date of the stay: 14 December 2015

Planned end date of the stay: 13 June 2016

Objectives of the stay: For the NE: Observe how to run and manage a small to mid architectural practice, coordination of different people working on one project, responsibilities, office hierarchy, handling finances, sustain motivation of employees and be attractive for clients. Get an insight of the architectural competition process for both the private and the public sector, which by any chance I could try to pursue (or aspects of it) into use in Košice in the future. For the HE: Share information about innovative marketing strategies and receive advices from a young NE about new and innovative marketing and communication channels; Share experiences and information about regulatory frame in Slovak republic, Czech republic and Germany

Description of the work/learning project: HE is a smaller studio, that makes it easier for NE to be involved in the whole design process, from the research stage throughout the execution.



NE will gain experiences, based on observing the studio life, communication and contact with the head of the practice, employees, foreign environment. NE will learn the basic principles of keeping balance and track of financial management of small architectural practice. HE will learn more about collaboration with other disciplines and interdisciplinary approach, which NE wants to use in own planned architecture studio. For both NE and HE is an important part of the process learning by research and experimentation, different understanding of the project context, gaining information about the problem, consulting with engineers, artists and scientists and also general public, everyone on whom the project is focusing. HE will learn more about the reality market in Eastern Europe and discuss opportunities to cooperate with NE in the future.

Proposed plan of activities: Phase 1 Week 1-2: getting to know the HE and the organization in the Learning Project Week 3-4: management of the HR: learn how the team is organized, the profile of the employees and the external partners; the difficult skills and knowledges that the employee and the external partners have and their roles within the team. Week 5-6: aspects regarding communication, marketing and networking, sharing knowledge and ideas about web sites, social networks, events, participation in trade fairs Week 7-8: management of the different kind of customers: sharing information about business to consumer (private clients) and business (public clients, professionals and companies) Phase 2 Week 9-10: focus on management of a competition project, participation on the NE with the HE in meetings with the staff and the external partners in order to understand how to manage the time and to meet the competition deadlines efficiently Week 11-12: participation of the NE with the HE in meetings with the staff to deeply understand the regulatory frame Phase 3 Week 13-14: Focus on management of a design project+building site, participation of the NE with the HE in meetings with clients in order to learn how to communicate with customers and understand their needs Week 15-16: participation of the NE with the HE in meetings with the staff in order to understand the priorities and to deliver the projects on time and on budget Week 17-18: participation of the NE with the HE in meetings with the construction company Week 19-20: visiting of the NE with the HE to the construction site in order to learn how to manage the activities of the workers during the construction phase Phase 4 Week 21-22: business opportunities on the European market Week 23-24: opportunities to cooperate in the future: international public design competitions/design competitions in Germany, Czech and Slovak Republic.

Expected outcome: NE and HE will prepare joint analysis of international public design and architectural competitions in Czech and Slovak Republic.



IV. COMMITMENT BY THE FOUR PARTIES

By signing this document the new entrepreneur, host entrepreneur and intermediary organisations confirm that they will abide by the principles of the Erasmus for Young Entrepreneurs Commitment attached below.

THE NEW ENTREPRENEUR UNDERTAKES TO:

Abide	by the rules and regulations of the host entrepreneur, his or her usual working hours, code of conduct and rules of confidentiality.
Communicate	with the intermediary organisations about any problem or changes regarding the placement.
Comply	with all arrangements negotiated for his or her stay in order to achieve the stated objectives, particularly execute the planned activities and the work/learning project and to do his or her best to make the stay a success.
Submit	a report in the specified format, together with the requested supporting documentation to substantiate costs, at the end of the stay.

THE INTERMEDIARY ORGANISATIONS UNDERTAKE TO:

Select	suitable, recently established, new entrepreneurs (NE) and host entrepreneurs (HE) and ensure that they are both able to achieve the objectives of the stay.
Facilitate	the matching between a qualified and suitable NE and HE and ensure that both parties agree on a work/learning project whose contents are transparent and acceptable and whose objectives are achievable. Prepare the NE and HE for the practical, professional and cultural aspects of the stay.
Help	to manage transport, accommodation, visa/work permit arrangements, social security cover and insurance, to the extent necessary and desired.
Provide	contact details of all parties involved and ensure that final arrangements are in place before the NE leaves his or her home country.
Establish	appropriate communication channels for all parties.
Evaluate	progress on the project on an ongoing basis and take appropriate action if required.
Disburse	funding to the NE as appropriate, on the basis of agreed activities, milestones and reporting.
Evaluate	with each NE the personal and professional development achieved.



THE HOST ENTREPRENEUR UNDERTAKES TO:

Comply	with all arrangements negotiated, particularly the NE's work/learning project, and to do his or her best to achieve the objectives and make the stay a success.
Assign	to the NE tasks and responsibilities that match his or her knowledge, skills, competences and objectives and ensure that appropriate equipment and support are available and that the NE's work/learning objectives are achieved.
Foster	the NE's understanding of entrepreneurship and how to start-up a business.
Provide	practical support if required.
Submit	a report in the specified format at the end of the stay.

THE NEW ENTREPRENEUR: Mr Matúš Kaboš

I agree with the above mentioned stay abroad and the principles that concern me.

Signature of the NE

Date:

Mr Matúš Kaboš (Signed)

07/12/2015

THE NE's INTERMEDIARY ORGANISATION: Košice - European Capital of Culture 2013, n.o. [Slovakia]

I agree with the above mentioned stay abroad and the principles that concern my IO.

Coordinator's signature

Date:

Mr Michal Hladký (Signed)

07/12/2015

THE HOST ENTREPRENEUR: Mr Moritz Schlöten

I agree with the above mentioned stay abroad and the principles that concern me.

Signature of the HE

Date:

Mr Moritz Schlöten (Signed)

08/12/2015

THE HE's INTERMEDIARY ORGANISATION: Technologie- und Gründerzentrum Bautzen GmbH [Germany]

I agree with the above mentioned stay abroad and the principles that concern my IO.

Coordinator's signature

Date:

Mr Jürgen Besold (Signed)

07/12/2015



