

16ZML0071

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: RLT166970

The New Entrepreneur's Intermediary Organisation

Name: Creative Industry Košice, n.o.

Address: Kukučínova 2, 040 01 Košice, Slovakia

Tel.: +421556964279

Fax: -

E-mail: ivana.filkova@cike.sk

Name of the authorized representative: Michal Hladký

Hereafter referred as the "NIO"

of the one part,

and

the New Entrepreneur

Name: Milena Smreková

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 *Jan WAGNER-VAN DER STRATEN - NEU Designbüro* 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 RLT166970
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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 *01/08/2016* to *31/10/2016*. The stay has a total duration of *3 months and 0 days*.
- 2.3. The stay abroad will take place in city *Dortmund, 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: Ivana Fil'ková
Function: Project coordinator
Address: Kukučínova 2, 040 01 Košice
Tel.: +421556964279
Fax: -
Email: ivana.filkova@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 of the bank account holder (NE's bank account): Milena Smrekova

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 3.5.2016,

Done at 3.5.2016,

Creative Industries 2
n.o.
It
e
'871

Signature of NE
Authorized representative

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

RLT166970

I. DETAILS ABOUT THE NEW ENTREPRENEUR

Name of the participant: Ms Milena Smreková

Intermediary organisation (home country) and contact person (name, e-mail, tel.):

Košice - European Capital of Culture 2013, n.o. [Slovakia]

Ms Jana Romanová , jana.romanova@cike.sk ,

II. DETAILS ABOUT THE HOST ENTREPRENEUR

Host entrepreneur: Mr Jan Wagner-van der Straten

III. SUMMARY OF THE PROPOSED STAY ABROAD

Months of stay abroad :

Planned start date of the stay: 2016

Planned end date of the stay: 2016

Objectives of the stay: For the HE: As a design agency HE expects primarily a creative, young input and getting new impressions on the functioning of designers in Košice. Furthermore, HE would like to get an insight into the technical skills of Milena. At best, they can establish business contacts with institutions (like Museums for example) in Košice with the help of Milena. For the NE: NE wants to learn how to run own business in the field of graphic design, how to build independent graphic studio, valuable brand on market and reach customers. As well, Milena would like to get feedback on her business plan, gather experience in successful creative agency, together with advices from experienced entrepreneur.

Description of the work/learning project: Cooperation between NE and HE will be preceeded in different ways: 1. by Milena's learning-by-doing experiences and her work with Jan's professional team in real creative business environment; 2. by sharing experiences,



knowledge, skills, trends and ideas between Milena and Jan and his team; 3. by joint discussions aimed to Milena's business plan development and her topics of interest: mission and business idea, how to be focused on design or art in graphics and be commercial in the same way, management of organization and people, marketing and branding, target market and target groups, finance, communication with customers, etc.; 4. by Jan's mentorship and guidance, as skilled entrepreneur, design and artistic oriented person with successful graphic creative agency. Plan of cooperation: Approx. 5 hours per week HE will discuss NE's business model and topics of interest and help her to develop proper business plan for creative graphic studio. Approx. 3 days per week (or more, if required) NE will cooperate on HE's activities in his creative agency.

Proposed plan of activities: /Month 1/ Reception by HE and his team and exhibition of NEU premises and portfolio. They will start with defining learning-by-doing cooperation of Milena and NEU agency to get practical knowledge and hands-on experience for her own business. They will also plan joint discussions with focus on topics in terms of business strategy, mission, idea and creative business development. During the first month Milena will also find out how creative agency works, its organizational structure, team work and management, customer relationships management and help Jan and NEU with her UI insight and authentic approach to ongoing projects. /Month 2/ Milena will cooperate with Jan's team and gain practical knowledge of what entails the development of creative agency. Under Jan's guidance Milena will get to know how to use design elements and artistic feeling in graphics for different clients and what skills are essential part of business development. HE and NE will continue in joint discussions focusing on marketing topics. During the second month Milena will be learning how to create brand identity, how to be successful in the competition and have a comprehensive approach with the use of art and design as advantages in commercial graphic business. /Month 3/ Milena will cooperate with NEU, will use collected experience and implement it into her business plan. Jan and Milena will continue in joint discussions focusing on management of organization, leadership, finance and strategy. During the third month NE is learning what are the most important things in management of own business, how to do the financial plan, how to be and stay creative, progressive and profitable. Last week of stay Jan will give final advices to Milena's graphic studio strategy, they will evaluate whole progress and stay together, they will discuss gathered new ideas, benefits and possibilities.

Expected outcome: For the HE: HE and NEU agency will win by the exchange valuable insights with respect to the cultural, artistic and creative landscape in Slovakia. The cooperation with Milena will be respectful and fruitful. NEU will benefit from the technical skills of Milena and could deepen them further. The exchange will help to develop a business relationship, which could continue even after exchange. Milena will give NEU (by her vision and understanding of design) a feedback that will help NEU in terms of their public image. For the NE: Milena will gather valuable experiences and will be able to start implementing her graphic studio business idea in real-life. After cooperation with Jan and NEU agency, Milena will get developed business plan, marketing strategy and knowledge how to use her artistic skills as advantage in competition, all of these based on hands-on experiences.

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: Ms Milena Smreková

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

Signature of the NE

Date:

Ms Milena Smreková (Signed)

22/04/2016

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)

22/04/2016

THE HOST ENTREPRENEUR: Mr Jan Wagner-van der Straten

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

Signature of the HE

Date:

Mr Jan Wagner-van der Straten (Signed)

22/04/2016

THE HE's INTERMEDIARY ORGANISATION: City of Gelsenkirchen [Germany]

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

Coordinator's signature

Date:

Volker Bandelow (Signed)

22/04/2016





