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: RLT 188780

The New Entrepreneur's Intermediary Organisation

Name: Creative Industry Košice, n.o. Address: Kukučínova 2, 040 01 Košice

Tel.: +4216964279

Fax: -

E-mail: office@cike.sk

Name of the authorized representative: Ing. arch Michal Hladký

Hereafter referred as the "NIO"

of the one part,

and

the New Entrepreneur Name: Matúš Draganovský

Hereafter referred as the "NE" of the other part,

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 Ale Portar AB, 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 RLT 188780

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 participating countries through periods spent at companies of experienced entrepreneurs in other participating countries.

The purpose of this agreement is to offer financial support to the NE. The support has the function of covering some of the expenses (travel, accommodation and subsistence costs) which the NE incurs while staying with the Host Entrepreneur (HE) in the HE's country 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 8.8.2018 to 10.9.2018. The stay has a total duration of 1 month and 3 days.
- 2.3. The stay abroad will take place in city Ale, Sweden.
- 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 Executive Agency for Small and Medium-sized Enterprises (EASME) 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.

2

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 950€ per month.
- 3.2. This monthly amount is deemed to cover 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 (boarding passes, rental agreement, etc.).
- 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 30 days of submission of the corresponding feedback questionnaires by both entrepreneurs, as well as any support documents required by the NIO.

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: Denisa Draganovská

Function: project manager

Address:

Tel.: +

Fax: -

Email:

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): Matúš Draganovský

Name (Addres Full ac BIC: TIBAN:

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.
- 8.2 Extension of a relationship is allowed, with or without an increase in the initial financial contribution agreed, only if the relationship is still ongoing and if all actors (NE, HE, NIO, HIO, and their corresponding consortia) remain the same. A written approval for such an extension must be obtained before the end of the exchange and a written amendment to this agreement must be signed accordingly.

| Done in two copies, one for each party | | |
|--|---------------------|-----------|
| Done at 28.6.2018, day | Done at Kosice, day | 28/6/2018 |
| | | |

| Si | | Signature of NE |
|----|---|-----------------|
| au | е | |

Creative Industry Košice, n.o. Kukučínova 2, 040 01 Košice IČO: 35 583 461 DIČ: 2022737871

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 and EASME.

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 ...

Annex: Erasmus for Young Entrepreneurs Commitment

RLT188780

I. DETAILS ABOUT THE NEW ENTREPRENEUR

Name of the participant: Mr Matúš Draganovský

Contact details:

Intermediary organisation (home country) and contact person (name, e-mail, tel.): Creative Industry Košice, no [Slovakia] Ms Denisa Draganovska,

II. DETAILS ABOUT THE HOST ENTREPRENEUR

Host entrepreneur: Mr Ville Kuusinen

Sector of activity: Architectural, construction, engineering and inspection services

Name of the enterprise: Ale Portar AB

Total employees: 5

Contact details: Hålstensvägen 20 - 446 37 Älvängen - Sweden

mattisdotter@hotmail.com - +46 729944900

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

Ale municipality [Sweden]

Kristina Engstrand,

III. SUMMARY OF THE PROPOSED STAY ABROAD

Months of stay abroad:

Planned start date of the stay: 08 August 2018

Planned end date of the stay: 10 September 2018

Objectives of the stay: Objectives for the NE - would like to get to know professionals from other countries. NE would like to find a mentor - who is more experienced than him - both in HR and other industries - does not mean if its in marketing, construction etc. NE would like to share knowledge both between entrepreneurs in different branches and in different countries. NE thinks this exchange can give him knowledge and experience and methods to bring back home. What could applicable and implement here in Slovakia. Objectives for HE - would like to open up HEs business for different perspectives, knowledges and ideas from other branches than their own. HE are in a growing phase - and expanding in a very fast speed. Therefor they need new ways to find and attract people with the right competence and/or company culture to start working with them. Employer branding is their main marketing strategy both from internal and external perspectives. HE is very open to try out need ideas and to work with an entrepreneur who is looking for a place/business to try out methods, ideas etc.



Description of the work/learning project: Ne will be working on the Employer branding for Ale Portar, the HE. NE will also prototype employer branding strategy jointly with HE and their employees. NE will also be able to compare company culture differences, regarding his prior experience within the Slovak Republic. Subsequently he will be able to implement best practices from his past experience based on HE needs. On the other hand, HE will benefit from the skills of NE in fields like: HR, branding, marketing and soft skills training. Beneficiary for HE will be also focusing on their employees and thanks to NE focusing on their strengths and develop new methods in their company. The main problem of HE is, that they would like to work with the "talent shortage" and NE can help them in this way and provide assistance with co-creating. HE will provide their business network for NE, so he can benefit from the new business relations and share the know how with the local market, managers, CEOs and employees. The shared goals for this project is to try out different methods, ideas how to attract staff and motivate and develop exciting ones. The employees will take part in a co-designing of their respective employed branding strategy. To sum up, the match between the NE and HE is expected to create new jobs (in the HEs company) and HE will gain the experience that he is able to implement in the learning design for local domestic customers. NE will came home with new point of view and ability to implement and adapt new ways of creating employer branding and soft skills long term programs.

Proposed plan of activities: HE and NE agreed to do the activities in a structure. During these exchange there will be this activity plan: The exchange will have a structure according to the days. On mondays - NE will be learning and getting new knowledge from the local HR managers and CEOs within the HEs network. On tuesday to thursday NE will be testing around with the company, focusing on their needs and implementing learn methods. On Fridays there will be inspirational sessions for sharing know-how in the business networking events. This schedule can obviously differ according to their needs, but both sides agreed on this kind of a plan. 1st week of the stay - will discuss the current situation in the HEs company, SWOT analyze and discuss the results with the managers and employees as well. They will develop the new ideas and steps to find an alternative for strength base system. 2nd week of the stay. NE and HE will cooperate on the new models and company image, to attract talented people with appropriate competence model. This will correspond with the company culture of the current staff and suitable applicants for a win-win match. During the 3rd week, they will co-create new marketing strategy to attract competent applicants. Based on this we will develop both internal and external hiring systems to fill in the gaps. During the last week, they will prototype the possible employer branding strategy, based on strengths of HE company culture and they will develop possible ways within marketing and hiring which can be further developed.

Expected outcome: NE will learn and test at least 3 new ideas/methods/competences to bring into his company - added value and competitiveness. HE will find at least 3 new ways to find and attract the right people to work within their company - improve their way to employer branding Both NE/HE will learn if company culture and employer branding differs between countries - and how to address plausible differences. Innovation - this exchange has the potential to add new methods/ideas and ways how to work cross-sectional between branches and countries - but also - with employer branding/staff development.

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 Draganovský

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

Signature of the NE

Date:

Mr Matúš Draganovský (Signed)

25/06/2018

THE NE's INTERMEDIARY ORGANISATION: Creative Industry Košice, no [Slovakia] I agree with the above mentioned stay abroad and the principles that concern my IO.

Coordinator's signature

Date:

Mr Michal Hladký (Signed)

25/06/2018

THE HOST ENTREPRENEUR: Mr Ville Kuusinen

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

Signature of the HE

Date:

Mr Ville Kuusinen (Signed)

25/06/2018

THE HE'S INTERMEDIARY ORGANISATION: Ale municipality [Sweden]

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

Coordinator's signature

Date:

Ms Kristina Engstrand (Signed)

25/06/2018

