

Erasmus for Young Entrepreneurs

Erasmus for Young Entrepreneurs

**[Draft] Agreement for financial support to the New Entrepreneur
between the New Entrepreneur and the Intermediary Organisation**

Agreement for financial support number: [RLT191427]

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: Ing. arch., Ing. Katarína Onderková

Address:

Tel.:

Fax: -

E-mail:

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 Studio Libertiny, 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 RLT191427.

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 1st October 2018 to 21st December 2018. The stay has a total duration of 2 months and 21 days.
- 2.3. The stay abroad will take place in city Rotterdam, Netherlands.
- 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.**

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

- 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.

Article 3 - Financial support

- 3.1. The NIO undertakes to pay to the NE a monthly lump sum of € 830 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: Kukučínova 2, Košice

Tel.:

Fax: -

Email: denisa.draganovska@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): Katarína Onderková

Name of the Bank:

Address:

Full account number (including bank codes):

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.
- 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 [Place], [Date]

25.9.2018, Viořice

Done at [Place], [Date]

25.9.2018

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authorised representative

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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. 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.
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 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.

- 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 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

RLT191427

I. DETAILS ABOUT THE NEW ENTREPRENEUR

Name of the participant: Ms Katarína Onderková

Contact details:

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

Creative Industry Košice, no [Slovakia]

Ms Denisa Draganovska , denisa.draganovska@cike.sk ,

II. DETAILS ABOUT THE HOST ENTREPRENEUR

Host entrepreneur: Mr Tomáš Libertiny

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

Name of the enterprise: Libertiny Studio

Total employees: 0

Contact details: Rotterdam - Netherlands

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

European Creative Business Network [Netherlands]

Mr Bernd Fesel , bernd@ecbnetwork.eu ,

III. SUMMARY OF THE PROPOSED STAY ABROAD

Months of stay abroad :

Planned start date of the stay: 01 October 2018

Planned end date of the stay: 21 December 2018

Objectives of the stay: The participate in the exchange is beyond doubt a huge source of inspiration for NE's future plans and a real turning point for NE future career. It is great opportunity to improve NE communication and teamwork skills and learn new skills and add to knowledge base while gaining confidence in NE abilities. The exchange will help NE learn about the arts and architecture and find new possibilities for interconnection these two disciplines. Acquaint with the creation of the artwork, from the preparatory phase through the design itself to the execution. NE wants to gain knowledge about designing objects in 3D softwares, their implementation, technical design and installation in space and galleries. All this experience NE can find in the work of HE. Also HE loves to work with the new entrepreneurs, see how they think, create and generate new ideas, which can enrich his art work. HE has a studio and working on many project where he can cooperate with NE. For HE it is a great potential where to combine his usual methods of working with the new methods and ideas that NE will bring. Both entrepreneurs had studied architecture so they can combine their



knowledge and experiment with the future projects and cooperate in this field.

Description of the work/learning project: HE will benefit from the skills of NE as an architect she can provide added value to HE through imaginative and creative thinking skills, ability to analyse and critically evaluate problems, ability to see the big picture as well as giving attention to the smallest detail. She is able to combine creative design with technical knowledge to provide integrated solutions for HE projects. NE has experience with designing objects and constructions. Work experience with divers materials, their understanding a unique set of properties and material options, including its limitations and visual capabilities, which is essential for its selection and application in specific designs. NE would like to have a helping hand from HE about designing 3D objects in software. Also she would need a mentor in their implementation, so HE will mentor NE in this in a way. The biggest challenge for NE will be to be part of HEs studio and his work, Tomas is a great professional with the network and big projects so for NE it will be a nice kind of dare. HE will also introduce to NE his network of other professionals and show her how to cooperate with them.

Proposed plan of activities: Very first important step for NE will be getting to know Studio Liberty, understand the structure of gallery. At the first phase, HE will be explaining how he works in each "part" of his studio, his way of focusing on the projects. NE will understand his way of thinking and also his "artistic" point of view. Practically they will set up their work routines, HE will utilize NEs skills (her structure engineering and architectural background). Together they will be studying the projects (past, nowadays, future ones), explaining the phases of the projects and getting to know the materials which are typical for HE's work(focusing on beeswax/honeycombs/wood/acrylic and composite materials). The second phase, their cooperation will progress to the software 3D modeling and shape analysis. NE will be involved in realization in the software, learning the 3D modeling in the software, while HE will be "coaching" NE in this part. This will be great opportunity for NE to check her skills gained from the university and try projecting in practice. NE will be cooperating with HE in developing the models and its materials, start on prototyping of each art project. NE will have a chance to solve specific design details and HE will gain the new point of view to his ideas. During the last phase, NE will be part of the final realization in the real scale. HE will explain NE how to work in the team, how to cooperate with others professionals from different sectors, deal with the customers and communication. NE will gain the experience of working with the specific properties and abilities of each material. The huge experience for her will be getting this experience in real studio, with the mentor. On the other hand, HE will gain the helping hand in solving the problems during the production, installation itself, and see new perspectives. Together they will be presenting the projects, preparing the installations, setting up the scenes.

Expected outcome: The most important knowledge that NE will gain from the exchange will be about how to fulfil tasks that are relevant to her desired career path and sharpening the skills that she already have. Such as creation of space, work with composition, material handling and perception of the relationship between architecture and visual arts. Valuable skill which NE will gain is the ability to speak with people in a professional setting, to network and establish relationships with working professionals in her field. NE will see also the whole production background, what is very important for new entrepreneurs in general. NE will understand how to see the space / gallery from other perspective not only like "visitor" but will be part of the whole creation process. HE will enrich his experience with art work. Exchange will show him new ways of cooperation with new entrepreneurs, involving them in future and look at the workflow from both sides.



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 Katarína Onderková

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

Signature of the NE

Date:

Ms Katarína Onderková (Signed)

24/09/2018

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)

24/09/2018

THE HOST ENTREPRENEUR: Mr Tomáš Libertiny

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

Signature of the HE

Date:

Mr Tomáš Libertiny (Signed)

24/09/2018

THE HE's INTERMEDIARY ORGANISATION: European Creative Business Network [Netherlands]

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

Coordinator's signature

Date:

Mr Michal Hladký (Signed)

24/09/2018

