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Erasmus for Young Entrepreneurs

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

Agreement for financial support number: [RLT190673]

The New Entrepreneur's Intermediary Organisation

Name: Creative Industry Košice, n.o.

Address: Kukučínova 2, 040 01 Košice, Slovakia

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:Diana Dobrescu

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 tipoRenesanca, 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 RLT190673 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 7th January to 8th March 2019. The stay has a total duration of 2 months and 1 days,. (2,11 resulted working months, 1519,00 € resulted EC Contribution).
- 2.3. The stay abroad will take place in city L'ubl'ana, Slovenia.
- 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.

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 720,00 € 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): Diana Dobrescu

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 11.10.2018, Košice

Done at 11.10.2018, Košice

S aumonseu representative 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 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: Erasmus for Young Entrepreneurs Commitment

RLT190673

I. DETAILS ABOUT THE NEW ENTREPRENEUR

Name of the participant: Ms Diana Dobrescu

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 Marko Drpić

Sector of activity: Education and training services

Name of the enterprise: Zavod tipoRenesansa

Total employees: 2

Contact details: Križevniška ulica 16 - 1000 Ljubljana - Slovenia marko.drpic@tiporenesansa.com - +386 40931049

Intermediary organisation (home country) and contact person (name, e-mail, tel.): Poligon, zavod za razvoj kreativnih industrij, socialno podjetje [Slovenia] Mr Luka PISKORIC, luka@poligon.si, (+386) 41660612

III. SUMMARY OF THE PROPOSED STAY ABROAD

Months of stay abroad:

Planned start date of the stay: 07 January 2019

Planned end date of the stay: 08 March 2019

Objectives of the stay: The NE, Diana, is looking to gain insights in the creative industries in Ljubljana, where HE focuses. NE desires to understand the business methods of the creative people in the country (with the focus on the photography, which is the main business for the NE). Also NE would like to know, how the creatives/photographers can become the part of the "bigger" world, be part of creative team that works together on the content etc. She would like to know how to work with the printing methodology, printing books. NE would like to get the knowledge about the business strategy, where to start, where to focus at the beginning etc. How to work with the people, get the new clients and handle customers. NE, would like to get to know more about the rebranding as well. She would like to find in the HE mentor for her visual identity and website (get insights from his point of view, some useful tips). Marko Drpić as an HE, would like to gain basic knowledge of product photography for everyday photography in the workshop with natural and artificial light. He'd like to set up a mini photo studio with the help of the NE. He'd like for NE to build a collection of photos that can be used for advertising of



studios' work and workshops on our website, online shop, social media and other printed media. HE would like to share knowledge of design, typography, calligraphy and letterpress printing. HE can give insights on graphic design and help with re-branding and designing. He can offer experience in the field of creative industry, working with clients conducting business to the NE. Due to his field of work HE knows leading Slovenian photographers and can arrange short meetings with NE. HE think this exchange can be beneficial for us because our workspace and work are very photogenic and therefore great for advertising of our studio to new potential clients (from graphic designers to schools and individuals interested in our workshops).

Description of the work/learning project: NE will be working in the HEs company she'll be included in different processes of the studio after initial meeting with a client (optimizing processes and making price estimates, finding production solutions). HE will benefit from the skills of NE as a photographer. NE will make a collection of photos for HE to use in overall promotion of tipoRenesansa. NE will help HE to set up a mini home photo studio for product photography. HE will also provide his network of photographers in Liubliana. HE'll help NE to arrange meetings with different Slovenian photographers. HE will mentor NE about her idea of a cook book. HE will give his insights on rebranding of NEs' personal logo and website. HE will teach NE how to work with different materials/papers. NE will benefit from the knowledge of HE about the typography, materials, books, graphic design etc. NE would like to have a helping hand from HE about her idea of "cook book". Also she would need a mentor in a re-branding her personal logo and website called "Vrstvy". The biggest challenge for NE will be to learn how to communicate with the customers and potential clients, how to work on her brand and explore other ways of creative business. HE will provide her the "space" for getting this knowledge, help her to meet those kind of people and show her the his own business methods, ways of growing the business in a right way. NE will get insights on how creatives in Liubliana are working on their ideas and which processes are needed to establish a successful corporation.

Proposed plan of activities: WEEK1-practical week-HE will show NE the company, they will write down together the daily priorities (repeat weekly) -presented work routines, methodologies and processes (work-flows) of HE -Introduction to: workspaces/equipment/production scope/shop/staff and volunteers -The HE has a great know-how in his business and will give first insights to the NE in this topic - NE shadowing the HE during his day and learn to understand the daily routines - Presentation of the cooking book idea, logo and website by NE:/WEEK2-product photography & logo redesign: - organisation of a mini studio -photoshooting of HE's products (posters, sketchbooks, business cards, invitations, books, letters carved in stone) and post production of photos -NE will be included in processes of the studio(repeating weekly) - NE will be consulting her work with the HE and keep working for HE according to the tasks (repeating weekly)-consultation on redesign of logo/WEEK 3 - workspace photography & logo redesign: -photoshooting of tipoRenesansa interior and architecture and post production of photos -meeting with a professional/photographer (repeating weekly) -redesign of logo by NE and consultation - finalized redesign/WEEK 4 - work process photography & cook book: -photoshooting of printing, prepress, calligraphy, stone carving, portrait pictures - work on idea of a cook book/WEEK 5 - woodtype production photography work on idea of a cook book/WEEK 6 - : marketing strategy & brand - HE will present interesting ideas/businesses unique in the region-HE will teach NE the B2C communication-Consulting NE on her brand/WEEK 7 -: marketing strategy & website - Consulting NE on website strategy and design -NE website design/WEEK 8: - workshop - photo documentation: photoshooting of a workshop Artists' book with students from The Academy of Fine Arts and Design - Consulting NE on website strategy and design -NE designs her business card/WEEK 9: - Evaluation:-Business cards - printing -General evaluation

Expected outcome: NE will have the opportunity to observe closely a workflow of a small studio will give NE the sense of importance of clear business communication, this includes: knowing your abilities and limitations, knowing your value, knowing ways to execute commission and production knowledge, having a good network of subcontractors and setting realistic deadlines. She will have basic know how- how to establish the company and get the clients. Also she will have new pictures for her portfolio as well and the possible future cooperation with Studio tipoRenesansa. HE will have a perfect picture portfolio of his products,

company and service of tipoRenesansa. Also have a photos of a workshop Artists' book with students from The Academy of Fine Arts and Design. HE will gain the basic knowledge of product photography for everyday photography in the workshop.

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 Diana Dobrescu

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

Signature of the NE

Date:

Ms Diana Dobrescu (Signed)

10/09/2018

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)

05/09/2018

THE HOST ENTREPRENEUR: Mr Marko Drpić

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

Signature of the HE

Date:

Mr Marko Drpić (Signed)

05/09/2018

THE HE's INTERMEDIARY ORGANISATION: Poligon, zavod za razvoj kreativnih industrij, socialno podjetje [Slovenia]

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

Coordinator's signature

Date:

Mr Luka PISKORIC (Signed)

17/09/2018