

18ZML0082

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: [RLT192083]

The New Entrepreneur's Intermediary Organisation

Name: Creative Industry Košice, n.o.

Address: Kukučínova 2, 04001 Košice, Slovakia

Tel.: +421 55 696 4279

Fax: -

E-mail: office@cike.sk

Name of the authorized representative: Ing. arch Michal Hladký, director

Hereafter referred as the "NIO"

of the one part,

and

the New Entrepreneur

Name: Marianna Bodnárová

Address:

Tel.: +

Fax: -

E-mail: 1

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 [Manuel Jesús Gómez – Álvarez, ZAWP], 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 RLT192083

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 11 January 2019 to 7 April 2019. The stay has a total duration of 2 months and 27 days.
- 2.3. The stay abroad will take place in city Bilbao, Spain.
- 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 830€per month, total 2390€.
- 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, 04001 Košice, Slovakia

Tel.:†

Fax:-

Email:denisa.draganovska@cike.sk

Article 6–Bank account

Payment of the financial supportwill 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): Marianna Bodnárová

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 Košice, 16.11.2018

Done at Košice, 16.11.2018

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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

- 1.1. 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 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

RLT192083

I. DETAILS ABOUT THE NEW ENTREPRENEUR

Name of the participant: Ms Marianna Bodnarova

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 Manuel Jesús GÓMEZ-ÁLVAREZ

Sector of activity: Music, theater, events and related cultural and entertainment services

Name of the enterprise: Isifuera, S.L. Haceria Arteak.

Total employees: 8

Contact details: Ribera de Deusto 43 - 48014 Bilbao - Spain

isifuera@isifuera.com -

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

C2MASI S.L. [Spain]

Mikel Bengoa , mb@conexionesimprobables.com , (+34) 673608790

III. SUMMARY OF THE PROPOSED STAY ABROAD

Months of stay abroad :

Planned start date of the stay: 11 January 2019

Planned end date of the stay: 07 April 2019

Objectives of the stay: NE will be able to work on her documentary series, will improve her skills in documentary photography. Also she will have possibilities to create a good body of work, so she can build on it in the future. Moreover, there will be the change for networking and working on my portrait series. NE can offer document moving ZAWP from old place to new places, document life in the changing area ,document people in that area and also an impact of changes in area on people and the city. Plus portrait of employees as well as resident artists in ZAWP, shoot new space and offices of ZAWP for commercial use, shoot events in ZAWP (pictures can be use for social media platforms etc.) At the end of her stay she would like to exhibit her work locally as well as back in Kosice. HE plans to focus on CCI (creative island of Bilbao,creative factories). HE plans to revitalize the area, also move to the new place. Plan to include new co-working space/concerts/tematic markets/private events. HE would like to share it with NE, create some kind of audiovisual memory of neighborhood. HE is motivated to work with the NE and to immortalize the place, people, capture all the changes, in the documentary



pictures, happening in ZAWP. HE is also part of the Trans Europe Halles, Europe-based network of cultural centres initiated by citizens and artists that brings together 102 multidisciplinary centres, so HE understands the importance of european projects very well and would like to share the experience with the new entrepreneur. Moreover, in HEs environment are lot of things to capture, lot of impulses for NEs own project. For example fashion designers, designers of theatre clothes, all the locals. Thanks to that NE can enrich her already gained experience with fashion industry too.

Description of the work/learning project: NE is working as a photographer, making beautiful portraits, captures a special atmosphere of an events and create original editorials and product photographs. She would love to enrich this experience gained so far and over and about share with the HE most skills as possible. HE will benefit from the skills of NE as an photographer and gives her the space for the perfect working environment. NE would like to have a helping hand from HE about the impulses for the pictures, ideas from Manu, stories from their background and get to know the people who are working in ZAWP. The biggest challenge for NE will be to set up her first own project during the exchange. NE and HE will cooperate together in creating pictures of place, capturing the changes, portraits of the creatives ppl. Moreover, introducing the new working place of ZAWP will be part of the cooperation and NE will be working with that new environment as well. The new building is bigger than the actual one, so it will be also challenge for HE to cooperate with NE and find a way how to introduce it to new companies, production companies, gain the interest etc. They will have to find out the best solutions for the local market .He can also provide to the NE network of photographers in the region of Bilbao, where NE can share her experience and see the way of working on different places, with different culture as well. HE will show to NE all the background of ZAWP so NE can focus according her own "feelings", see the people in their environment and find "the story" she need for her project. On the other hand, NE will produce pictures of the place, portrait pictures, "atmospheric" documentary pictures of the whole process/lives that will be changing.

Proposed plan of activities: During the first month of the exchange, Ne will be focusing on document moving ZAWP from old place to new places, portrait of employees as well as resident artists in ZAWP and shoot new space and offices of ZAWP for commercial use. He will be assisting NE with all the information needed, NE will be having discussion with the people in the ZAWP so she could get the Insights and capture the real atmosphere on the documentary pictures. During the second phase of the exchange, NE will be working on her project about document life in the changing area, people in that area and the impact of changes in area on people and the city. During this period of time, NE will also shoot events in ZAWP (pictures can be use for social media platforms etc.) Based on the daily communication with the HE, they can Prioritize weekly the events, discuss it and keep working effectively. HE will be constantly cooperating with NE on giving her infrastructure, contacts, background and knowledge of cultural and creative area. During the last phase, NE will exhibit her work in ZAWP premises, as well as back in Kosice (if possible). Also the NE will Get to know local photographers with the HE's help and be able to discuss her work during the previous months. In the end of the exchange NE will have the huge portfolio and her own project and HE will have captured the "whole story" of ZAWP facing the changes.

Expected outcome: The most important knowledge that NE will gain from this exchange will be that Maja will do her firs own project thanks to the ZAWP and their people. HE will give her lot of opportunities, options and connect her with "the right" people so she could focus on her project and also ask for the coordination from HE. ZAWP is a great place where to meet people, collaborate with them and get all the important ideas. On the other hand, HE will have the documentary pictures from their new entrepreneur, have all the movement around pictured and also portfolio of their work, people working there and new area. Thanks to that ZAWP can go ahead and find the new collaborators in their new working space, and their story will be told be Maja's pictures.



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 Marianna Bodnarova

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

Signature of the NE

Date:

Ms Marianna Bodnarova (Signed)

02/11/2018

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)

02/11/2018

THE HOST ENTREPRENEUR: Mr Manuel Jesús GÓMEZ-ÁLVAREZ

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

Signature of the HE

Date:

Mr Manuel Jesús GÓMEZ-ÁLVAREZ (Signed) 07/11/2018

THE HE's INTERMEDIARY ORGANISATION: C2MASI S.L. [Spain]

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

Coordinator's signature

Date:

Mr Roberto Gomez De La Iglesia (Signed)

06/11/2018

