

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: [RLT195296]

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: STEFANIA VACLAVIKOVA

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 [Elena Tejedor, Aula Ingles, Španielsko], 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 [RLT195296]

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 8th February 2019 to 10th June 2019. The stay has a total duration of 4 month and 2 days.
- 2.3. The stay abroad will take place in city [Madrid, 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.

- 3.1. The NIO undertakes to pay to the NE a monthly lump sum of 830€ per month, in total 3362€ .
- 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, CIKE

Function: Project manager

Address: Kukučínova 2, Košice

Tel.: 00421 902 296 378

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): ŠTEFÁNIA VACLAVIKOVÁ

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, Date: 4th February 2019

Done at Košice, Date: 7.2.2019

Signature of NIO's
authorised 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 2

**‘Erasmus for Young Entrepreneurs Commitment’
concerning the relationship number RLT195296**

Annex: Erasmus for Young Entrepreneurs Commitment

RLT195296

I. DETAILS ABOUT THE NEW ENTREPRENEUR

Name of the participant: Ms Štefánia Vaclaviková

Contact details: Permanent residency: -
Slovakia

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: Ms Tejedor Elena

Sector of activity: Education and training services

Name of the enterprise: Aula ingles

Total employees: 12

Contact details: Doctor Esquerdo, 43 - 28028 Madrid - Spain
elena.tejedor@aulaingles.es - +34 918281965

Intermediary organisation (home country) and contact person (name, e-mail, tel.):
INNOGATE TO EUROPE [Spain]
Ms Silvia SARRIA SÁNCHEZ , sss@innogateto europe.eu , (+34) 619169267

III. SUMMARY OF THE PROPOSED STAY ABROAD

Months of stay abroad :

Planned start date of the stay: 08 February 2019

Planned end date of the stay: 10 June 2019

Objectives of the stay: NE has a huge passion in learning new approaches and also teaching others the language. In EYE programme NE sees the opportunity to develop her skills and get some international experience on how business works. NE believes that a solution to the main problem of business could be participating in training courses, workshops and EYE programme, to get knowledge and relevant experience in promoting her small business. NE would like to learn how to communicate with the potential customers & to get them interested; how to maintain customer relationship and build loyalty etc. Also, NE believes to gain an insight and relevant skills that will help her to differentiate from the competitors and that NE will bring something new to the existing business market. HE: HE has always had the desire to do things better than in the other companies HE was always looking for personal and professional growth and expressing ideas. Now, when HE is experienced entrepreneur would love to enable this to the NE. HE has a language travel agency, Aula inglés, and would share experience of defining



the business project and first steps. HE can provide her skills as a mentor and an entrepreneur woman. HE can also offer her knowledge from administrative, creative field, how to build a solid brand and explain to NE the business models. HE can profit from the NE's capacities as the knowledge of a language skilled person, leader of the groups, and being the fresh wind in the company.

Description of the work/learning project: NE will benefit from HE's entrepreneurial and marketing and strategy skills. NE can develop in HE's company also her service skills thanks to the HE's customers. NE is already experienced in interactive learning so this can be really beneficial for HE. NE has already designed her own learning methods and techniques so she can forward them to HE. NE is skilled in practising the engaging activities for the pupils and moreover in teaching people in the business field what can be useful for HE as well. NE is a very committed person too. NE can bring new interpretations to the causes of the problems in HE's business company, because she is very open and enjoys being observant and providing feedback. NE will have a chance to train and teach specific groups of people from HE's database, with a HE as a mentor, so it will be beneficial for both sides. HE: HE can offer and will share her skills in B2C projects, help NE to target her business and develop successful B2C marketing and sales. HE will help NE to develop her entrepreneurial skills, show her how to start the business and step by step growth of the company. HE's company is a perfect "case study" how to explain it to NE and also let NE try it on her own. HE would like to gain the new ways of learning from NE, as NE has gained some transferable skills and invaluable experience in England and Spain on how the education system works and has also understood the importance of community centres and charities in the UK. HE will benefit from those skills of NE and try to get this "point of view" in her company. NE's feedback of the HE's activities will be highly appreciated and possible solutions for improvement of specific project parts can be implemented during the exchange.

Proposed plan of activities: 1st month: HE will introduce NE to the business and share his experiences of running a business, step by step, show the daily routines and activities. NE will be "shadowing" the HE, see the whole process from planning the content of the lessons till the leading the lesson itself. NE will explore how the agency runs its administrative. Moreover, HE will help NE to train their methodology of teaching and NE will have a chance to try it on her own (with the supervision of HE). NE will be also involved and will follow the classes that are focused on teaching and preparation for the exams. 2nd month: The cooperation between HE and NE will be focused on the HR processes in the company. NE will see the HR processes like the selection of the teachers in the company, see the recruitment also in the baby-sitters programme, how do they offer the service and so on. Also NE will have a space to work on her idea of "Language cafe" and combine the knowledge from this week with her project (targeting/focus on the content). NE will have also "hands-on" experience on other projects run by HE. 3rd month: This period will be aimed on the "promotion" part of the business. Together with HE, they will be trying to figure out the new ways of the promotion and develop also new ideas for the HE's company. They will try to focus on teaching language directly for the business sector, try to focus outside of the academy - space for new business models for companies. Also Franchising HE's brand will be another huge step in the company and NE will be part of this process. Also there will be the space for working on the NE's idea of Interactive cafe. 4th month: During the last period, there will be discussed the future cooperation, next steps with idea of the business classes and developing new online learning tools. NE will try to sum up the whole process in the company and apply it her way in the new business in Slovakia. In the future, there can be also possible exchange of the students/professionals.

Expected outcome: NE will know the specific steps how to build a strong community of lifelong learners by helping them to develop a passion and discipline for language learning. Thanks to HE shared experience and values, NE will be able to apply it in her business and build on the gained knowledge. Moreover, NE will be able to evaluate her ideas, use the marketing and sales experience in her new business. NE will gain experience from the HR sphere as well. HE will gain the new way of collaboration with the NE and will have a super skilled person in a team, with the a focus on the same field. New ideas and projects of the HE will be discussed with the NE so developing the language focused on the business sector will grow rapidly. Also the outcome will be the new ways of teaching the target groups because of the fact that NE will



be in daily contact also with others co-workers, and they will share their ideas.



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 Štefánia Vaclaviková

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

Signature of the NE

Date:

Ms Štefánia Vaclaviková (Signed)

30/01/2019

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)

30/01/2019

THE HOST ENTREPRENEUR: Ms Tejedor Elena

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

Signature of the HE

Date:

Ms Tejedor Elena (Signed)

30/01/2019

THE HE's INTERMEDIARY ORGANISATION: INNOGATE TO EUROPE [Spain]

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

Coordinator's signature

Date:

Ms Paloma Lozano (Signed)

01/02/2019

