

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: RLT195099

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: Michaela Sabolová

Add

Tel.

E-m

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 Maja Delak representing Emanat 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 RLT195099

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 25. 2. 2019 to 15. 4. 2019. The stay has a total duration of 1 months and 22 days.
- 2.3. The stay abroad will take place in city Ljubljana, 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.

Article 3 - Financial support

- 3.1. The NIO undertakes to pay to the NE a monthly lump sum of €720 per month, in total €1224.

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

- 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: Alexandra Juríková
Function: Project manager
Address: Kukučínova 2, 04001 Košice
Tel.:
Fax: -
Email: alexandra.jurikova@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): Michaela Sabolová
Narr
Add
Full
IBA
BIC

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: 8.2.2019

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 while the stay abroad is being carried out or as a consequence of the stay abroad.

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.

- 2.2 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

RLT195099

I. DETAILS ABOUT THE NEW ENTREPRENEUR

Name of the participant: Ms Michaela Sabolova

Contact details:

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

Creative Industry Košice, no [Slovakia]

Ms Alexandra Juríková , alexandra.jurikova@cike.sk ,

II. DETAILS ABOUT THE HOST ENTREPRENEUR

Host entrepreneur: Ms Maja Delak

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

Name of the enterprise: Emanat

Total employees: 3

Contact details: Trg prekomorskih brigad 1 - 1000 Ljubljana - Slovenia

maja@emanat.si - +386 311079

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: 25 February 2019

Planned end date of the stay: 15 April 2019

Objectives of the stay: Objectives for NE: Michaela is working in an organization focused on supporting contemporary dance in the city of Košice. One of the main goals is to develop the civic organization, that is working mainly on the projects to the one with year-long operations, full-time employees and to have regular economic activity. NE aims to be involved in the day-to-day activities of the successful entrepreneur in the field of contemporary dance, to get to know the environment in Slovenia and to broaden her international network, HE's style of work and approach to the development of dance art in Ljubljana. She also aims to see how HE cope with very specific things related to program setting, marketing, and PR, how they work with the target group, etc... One of the objectives in her business plan is to raise attendance on the dance workshops and festival by 30%. Michaela also aims to do develop her skills in management, event production, and program setting. Another objective is to develop an open class in collaboration with HE to develop the education program of both organizations. Objectives for HE: HE is a contemporary dancer, choreographer, and producer, running small



production center without space. The main objective of the NE's stay is to get the feedback on HE's activities and production. They would also get the professional help with the development of their educational services because NE is the certified lecturer of Laban Movement System as well as improvement of the dance workshops for children. Moreover, with the previous experience with event production, NE will help with organizing the annual festival Sindikat. NE and HE will also benefit with sharing their contacts and international partners in the field of contemporary dance.

Description of the work/learning project: NE plans to professionalize the PST organization from project-based to an all-year running organization with regular economic activity. That's why she will be interested in all the processes of HE's organization, especially in management and event production in the field of contemporary dance and community art. Both NE and HE aims to use this relationship to broaden their network of partners, so they will participate in the events dedicated to the contemporary dance held in Ljubljana (Festival of Contemporary dancing in Ljubljana, open classes, ...). Another field of interest of both entrepreneurs is testing a new approach to education. HE Maja is also working as a teacher in the secondary school focused on the dance, NE will share her experience with Laban Movement System and Bartenieff Fundamentals to prepare open classes for young people. Therefore they will be able to develop new methods and approaches in dancing classes. One of the NE's goals of the relationship is also to learn how to set the program for her organization, she will be involved in planning and programming in HE's company. HE will benefit from NE's experience with event production and help with the upcoming festival SINDIKAT. Michaela will also learn here what type of artists and activities will be a part of the festival and how to connect them in the right way. Another part of the festival is how to communicate and promote the event, so NE will learn how to attract different audiences. Since both HE and NE are passionate dancers, they will keep on training together and share their ways of moving, inspire and learn from each other.

Proposed plan of activities: NE and HE has mutually agreed about these activities: NE will participate in the regular activities of HE's company 1. Week - HE will introduce NE to the rest of the team, explain the processes, way of work, and expectations HE will share the information about all the fields, her organization works in (Dance production, Long life for the past projects, Education, Translation of books dedicated to dance, Music production), because NE plans to expand the offer of products and services of her organization in the future. NE will share her business plan and her ideas 2. Week - NE will make a research on the other companies/initiatives working in the field of contemporary dance NE and HE will share the information about the international partners and discuss the possible cooperation NE and HE will attend the events on contemporary dancing in Ljubljana 2. - 7. Week - NE and HE will actively work on festival planning and invitation of the artists 3. - 4. Week - NE will draft a concept for open classes and consult with HE Both HE and NE will test the concept and improve it 5. Week - HE will share her knowledge and experience with communication and PR services in order to attract different audiences. NE will feedback on the processes and provide new ideas for the HE's organization 6. Week - NE and HE will discuss the future collaboration and possible projects

Expected outcome: Outcomes for NE: NE will get valuable feedback on her business plan and the tips for improvement of the company, especially in the field of promotion, communication, and production of the performances NE will experience how the successful company is coordinating activities on a daily basis and get the knowledge how the decisions are being made. NE will improve her dancing skills while working with the professional contemporary dancer Maja NE will learn how to work and nurture the dance community New workshop/open class developed in cooperation with HE NE will have a list and contacts for a future possible partners for PST organization NE will prepare and discuss a plan for future projects, products, and services provided by her in Slovakia Outcomes for HE: NE will help with organizing an event producing of the Sindikat festival New workshop/open class will be developed using the expertise of NE HE will get the list of international organizations, possible for the future cooperation NE will help to raise the international profile of the HE's organization. HE will get the professional feedback on the activities, products, and services HE is providing To get the information about the contemporary dance community and situation on the Slovak market. The growth of visitors on the events organized by Emanat



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 Michaela Sabolova

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

Signature of the NE

Date:

Ms Michaela Sabolova (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)

28/01/2019

THE HOST ENTREPRENEUR: Ms Maja Delak

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

Signature of the HE

Date:

Ms Maja Delak (Signed)

28/01/2019

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)

28/01/2019

