

# Erasmus for Young Entrepreneurs

## Erasmus for Young Entrepreneurs

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

**Agreement for financial support number: RLT196800**

The New Entrepreneur's Lead Intermediary Organisation

Name: Creative Industry Košice, n. o.

Address: Kukučínova 2, 040 01 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 "LNIO"

of the one part,

and

the New Entrepreneur

Name: Simon Simonović

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 Nova Iskra Creative Hub and the Host Entrepreneur's Intermediary Organisation Fundacion CEEI Albacete, after agreement of the host entrepreneur Vladimir Jescht (Bike2Malaga), 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 RLT196800

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.<sup>1</sup>
- 2.2. The duration of the stay abroad with the HE is from 1.10.2019. to 31.01.2020. The stay has a total duration of 4 months and 0 days.
- 2.3. The stay abroad will take place in Malaga, 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 three months and the maximum duration shall be three months.
- 2.6. The NE and the HE may agree that the stay abroad should be completed in one or more periods of one month. **NE is paid only for the stay abroad.**
- 2.7. The NE is obliged to inform without any delay his/her NIO and LNIO in case of events or developments that might have any impact on his/her stay or

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<sup>1</sup> The recommended practice is for the NIO to sign last.

his/her relationship with the HE.

### **Article 3 - Financial support**

- 3.1. The LNIO undertakes to pay to the NE a monthly lump sum of € 830 EUR per month.
- 3.2. This monthly amount is deemed to cover necessary expenses, such as travel, accommodation and subsistence.
- 3.3. The LNIO 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 LNIO 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 LNIO.

### **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: Relja Bobić

Function: Project manager

Address: Gavrića Principa 43, 11 000 Belgrade, Serbia

Tel.: 00 381 11 4051 897

Fax: -

Email: relja@novaiskra.com

## **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): Simon Simonović

Name of the Bank:

Address

Full acco

SWIFT:

IBAN: I

## **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 LNIO'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 LNIO.

## **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, April 12th 2019

Done at Belgrade, April 10th 2019

S  
authorised representative

NIO's

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 LNIO 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**<sup>2</sup>. 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

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<sup>2</sup> 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 LNIO 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 LNIO.

- 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

RLT196800

## I. DETAILS ABOUT THE NEW ENTREPRENEUR

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**Name of the participant:** Mr Simon Simonović

**Contact details:**

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

Nova Iskra Creative Hub [ Serbia]

Mr Relja Bobić , relja@novaiskra.com , (+381) 381114051897

## II. DETAILS ABOUT THE HOST ENTREPRENEUR

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**Host entrepreneur:** Mr Vladimir Jescht

**Sector of activity:** Hotel, restaurant, tourism, travel services and wellness

**Name of the enterprise:** Forever Cycling SL

**Total employees:** 3

**Contact details:** Plaza Poeta Alfonso Canales 4 Bike 2 Malaga, local bajo - 29001 Malaga - Spain

info@bike2malaga.com - +34 951252264

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

Fundacion CEEI Albacete [ Spain]

Mr Jose SERNA , jserna@ceeialbacete.com , (+34)

## III. SUMMARY OF THE PROPOSED STAY ABROAD

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**Months of stay abroad :**

**Planned start date of the stay:** 01 October 2019

**Planned end date of the stay:** 31 January 2020

**Objectives of the stay:** The NE has submitted a very thorough business plan, based on his extensive experience as an employee of a touristic bike tour operator in Belgrade, where he held different roles and positions. After a number of years of engagement with I Bike Belgrade, NE is almost ready, and fully motivated to become an entrepreneur and start his own operation under the name Simon's Bike Tours. As he was involved in this field only in Serbia and only with one company, he would definitely like to diversify his inputs, and get to know how the operation of such a company works in a different setting, but one that is touristically very developed. The matched HE perfectly fits the profile that NE is looking for, while HE will also receive new inputs for the diversification and development of their own business.

**Description of the work/learning project:** After some initial contacts with the HE, it was concluded that the match is of very good potential, and that a relationship of the highest quality





should be expected. The NE will spend a total of 4 months with the HE in Spain, in the period that is most convenient in terms of the density of the tourist season and the scope of the work happening within HE's business. NE will engage with the daily activities of the HE's company, and also provide his own experience and inputs from his professional background, most specifically in relation to bike tours, their concept, execution, planning, marketing and customer relations. HE will, on the other hand, involve NE into complete cycle of managing and business activities, including marketing strategies, internationalization and reach out to customers outside of the national borders, HR management and hiring, procurement of equipment, maintenance of equipment and day-to-day financial management of the entire company. NE will work with the entire team of the HE, and will also have one-on-one sessions with key staff members, as well as the HE himself.

**Proposed plan of activities:** The relationship will be four months long, as this was concluded to be the ideal period for both HE and NE. The NE will be spending on average 20-30 hours a week engaging with the HE and his team. The FIRST MONTH will be dedicated to getting to know each other, finding out about logistic, day-to-day procedures, meeting the team, the facilities and getting to know all of the products and services that the HE is offering to customers. NE will also get to know first-hand about the experience of the HE with starting a company. NE will also be getting to know the city and all logistics related to his stay. In the SECOND MONTH the NE would work with the marketing team and the product development team, envisioning how he could develop his tours and which marketing tools and strategies ideally to employ. In this month, NE would also work on the concepts of his future services, and consult with HE and his colleagues. He would undergo a thorough review of his business plan. In the THIRD MONTH, focus would be on management and specifically HR/team management, as well as procurement and engagement of technical utilities. NE would also join HE's staff on some of the tours, providing support and following in which way they deliver their services. This month would also be dedicated to analyzing target groups/customers and discussing with HE and his team about different types of customers and how to approach them, marketing-wise and with service delivery. FOURTH MONTH would be a sum up of everything covered, and would be dedicated to internationalization of NE's future business and optimization of future operational activities. In this month, as well as before, NE would also work with HE's team on conceptualizing new bike tours for their product offers. With every month and every activity, NE would engage directly with HE's team and customers, in order to get a real-life experience, and would continually provide feedbacks and contribute to further development of HE's offering.

**Expected outcome:** We are expecting a highly-valuable learning experience for the NE, and also for fresh ideas to emerge that will help the HE diversify his business with experience coming from a different cultural and economic context, where "things re done differently". The NE, on the other side, will be fully equipped to prepare his own business to launch in the season 2020, with his first bike tour realized in late Spring. For this reason, this relationship has ideal timing, and will strongly benefit both parties. NE will receive an all-around first-hand experience by engaging with HE and his team in day to day activities, as well as more strategic work on marketing and service development. We are convinced that the NE may also very soon become an HE once his business has officially started in 2020, and once he realizes the potential of such exchanges.



#### **IV. COMMITMENT BY THE FOUR PARTIES**

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**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.  |

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**THE NEW ENTREPRENEUR: Mr Simon Simonović**

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

Signature of the NE

Date:

Mr Simon Simonović (Signed)

22/03/2019

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**THE NE's INTERMEDIARY ORGANISATION: Nova Iskra Creative Hub [ Serbia]**

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

Coordinator's signature

Date:

Mr Marko RADENKOVIC (Signed)

21/03/2019

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**THE HOST ENTREPRENEUR: Mr Vladimir Jescht**

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

Signature of the HE

Date:

Mr Vladimir Jescht (Signed)

26/03/2019

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**THE HE's INTERMEDIARY ORGANISATION: Fundacion CEEI Albacete [ Spain]**

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

Coordinator's signature

Date:

Mr Javier Rosell Pérez (Signed)

22/03/2019



