

Erasmus for Young Entrepreneurs

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

Agreement for financial support number: RLT198089

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: Nina 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 European Creative Business Network, after agreement of the host entrepreneur Merijn Straathof (We Are Just), 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 RLT198089

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 15.05.2019. to 14.08.2019. The stay has a total duration of 3 months and 0 days.
- 2.3. The stay abroad will take place in Leiden, The Netherlands.
- 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

¹ 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): Nina Simonović

Name of the Bank:

Address:

Full account number (including bank codes):

SWIFT

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 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 26th 2019

Done at Belgrade, April 26th 2019

Signature of LNIO'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 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**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 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

RLT198089

I. DETAILS ABOUT THE NEW ENTREPRENEUR

Name of the participant: Ms Nina Simonovic

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

Host entrepreneur: Mr Merijn Straathof

Sector of activity: Advertising, promotion, printing, media and related products and services

Name of the enterprise: Just B.V.

Total employees: 20

Contact details: Hooglandse Kerkgracht 42 - 2312HV Leiden - Netherlands

merijn.straathof@wearejust.com - +31 88 587 8000

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

European Creative Business Network [Netherlands]

Cristina Ortega Nuere , c.ortega.nuere@gmail.com , (+31)

III. SUMMARY OF THE PROPOSED STAY ABROAD

Months of stay abroad :

Planned start date of the stay: 15 May 2019

Planned end date of the stay: 14 August 2019

Objectives of the stay: The HE is a well-respected, full-range communications agency in the Netherlands, with a special focus on web platforms, online services, apps development, visual identities and branding. It runs an experienced team of 20 people and has a range of different clients, from the ones in the cultural sphere to more corporate ones. The company works on a broad range of projects, including work for schools, museums and alike. The NE has an extensive experience as a practicing visual artist, with realized exhibitions and residencies around Serbia, the region and abroad. She has a well developed sense of visual culture that she already started employing in her work as a graphic and web designer. Having in mind the underdeveloped situation of the commercial art market in Serbia, the NE is looking into other/new options for professional development and personal sustainability. She is occasionally doing some design-related projects, but now has the ambition to develop this to the level that she can become a self-employed entrepreneur, and even hire additional staff and start working full-time as a designer, and continue to pursue her purely artists engagement s on the side. The



idea of this exchange would be to equip the NE with a wide range of insights and skills needed to run an independent web design studio, and to have her immersed into the real-life situations related to daily management and client relations, as well as strategic planning and financial planning and administration. All the while, the NE will be providing creative support to several ongoing projects of the HE, which will at the same time be the best way for her to acquire new experience and receive knowledge transfer.

Description of the work/learning project: The NE will immerse herself into the daily operations of the HE as a team member. In this way, she will be able to go through all of the phases, processes and roles that are typical for this sort of small company, dealing with design and online development. The NE would be contributing her skills and knowledge, but would also gain many new insights and get to know methodologies that she has had no prior experience with. To add to that, she would get to know the daily operations of a HE's company, as well as learn about how to reach clients and how to maintain client relationships, as the HE is working with many clients for a long time. Another valuable aspect is the fact that HE works with many socially-aware clients, which will help the NE realize the range of clients she can potentially pursue, and not focus exclusively on commercial clients. As HE works with many clients from the domain of arts, culture and education, this will be valuable for the NE as she is coming from that background, and can envision how she could use her social capital and existing networks to engage future clients, or have some of her previous partners and colleagues become her clients. The relationship will unfold in Leiden, The Netherlands, at the HE's headquarters.

Proposed plan of activities: Beside daily and on-going exchange of experience between NE and HE, there is a number of specific projects Of the HE that the NE would engage with. This is the absolutely the best way to learn about all of the key aspects of running a design studio and maintaining client relations, as well as having a strategic, all-around approach to them. In the first 2-3 weeks, the NE would get to know the team, the departments, daily organization of work, internal communication procedures etc. In this period, she would do her own research about the current projects and its clients, as well as past projects of the HE's studio, in order to get a clear idea of the scope of work, capacities and expertise. This period would also be used to plan the contributions of the NE to some of those projects, and to create a more detailed plans for months 2 & 3. The majority of second half of month 2 and start of month 3 would be focused on involving the NE into these specific projects: 1) Roc Top high school identity project - co-creation and identity work. NE will help out with the design work on this project and help in the creation of new ideas for the client. 2) De Kindertelefoon - an organisation children can reach out to when they need someone to listen to them. NE would work on the campaign for the anniversary of the organization. 3) Campspace - marketplace for campsites. NE can work on many parts of this business and learn from it by experiencing what is needed to run a startup. 4) CHDR - Dutch foundation that tests new drugs on patients through clinical trials. NE's artistic experience will be helpful on this project. The last two weeks will be dedicated to follow-up work. Focus will be on NE's business plan and reviewing it together with the HE, based on all of the insights and skills gathered in the previous weeks. Special focus would be put on client relations, self-promotion and marketing, budgeting and strategic work on both the company level and project level.

Expected outcome: After the three-month stay, we expect the professional standards and capacities of the NE to be raised by several levels. As the NE is an entry-level web designer, by working with such an experienced HE we are certain that she will gain new skills and insights into the latest creative and technological developments. Even more importantly, NE will have a day-to-day insight into running the business aspects of such an SME, including daily management, administration, client relations and meetings, team culture etc. She will also have a chance to work on more demanding projects, including entire strategy development projects for clients, development of visual identities and so on. She will have a chance to get to meet and interact with different sorts of clients and jobs, which will broaden her vision and plans about the potential direction of her future company. The size of the company is such that she can consult with everyone, including co-founders, which makes us sure that the NE will have any needed insights available to her, and that she will be able to use them to her advantage. We expect that the NE will be able to continue executing her business plan once she is back from her EYE stay in The Netherlands, and that Serbian design market will get a new



high-quality studio that is very much based on best practices from northern and western parts of Europe, which are known for its high standards in design and business. The HE and NE could also fruitfully collaborate in the future, once the NE sets up her studio, as the exchange between the two markets may be beneficial for both sides. So this would be another new potential and opportunity coming directly from the EYE exchange.



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 Nina Simonovic

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

Signature of the NE

Date:

Ms Nina Simonovic (Signed)

25/04/2019

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)

25/04/2019

THE HOST ENTREPRENEUR: Mr Merijn Straathof

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

Signature of the HE

Date:

Mr Merijn Straathof (Signed)

25/04/2019

THE HE's INTERMEDIARY ORGANISATION: European Creative Business Network [Netherlands]

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

Coordinator's signature

Date:

Mr Michal Hladký (Signed)

26/04/2019

