

Erasmus for Young Entrepreneurs

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

Agreement for financial support number: 198192

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: Urša Prek

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 Poligon, zavod za razvoj kreativnih industrij, socialno podjetje (hereinafter referred to as "Poligon") and the Host Entrepreneur's Intermediary Organisation (HIO), after agreement of the host entrepreneur [name and company], 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 198192

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 8.7.2019 to 7.10.2019. The stay has a total duration of 3 months and 0 days.
- 2.3. The stay abroad will take place in city Eindhoven, 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 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.**

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

- 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 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 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: Luka Piškorič

Function: Project manager

Address: Poligin Institute, Tobačna ulica 5, 1000 Ljubljana

Tel.: +386 41 660 612

Fax: -

Email: luka@poligon.si

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):

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 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, 29.5.2019

Done at Ljubljana,

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 2

**‘Erasmus for Young Entrepreneurs Commitment’
concerning the relationship number 198192**

Annex: Erasmus for Young Entrepreneurs Commitment

RLT198192

I. DETAILS ABOUT THE NEW ENTREPRENEUR

Name of the participant: Ms Urša Prek

Contact details:

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 ,

II. DETAILS ABOUT THE HOST ENTREPRENEUR

Host entrepreneur: Ms Astrid Cats

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

Name of the enterprise: Temporary Art Centre (TAC)

Total employees: 11

Contact details: TAC Vonderweg 1 5611 BK Eindhoven Netherlands - 5611 BK Eindhoven - Netherlands
astrid@tac.nu - +

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: 10 July 2019

Planned end date of the stay: 09 October 2019

Objectives of the stay: The new entrepreneur (NE) is eager to learn and develop in the field of creative industries in terms of fine art production and other artistic based activities. Hence, the collaboration with the institution TAC will provide valuable insight within art field through organizing events, networking and project development. For NE this exchange can offer the perfect starting point for understanding professional art world, its operations and can greatly contribute future managing of self – employed visual artist career. The main objective for NE is to gain knowledge in the context of institution – artist relationship and collaboration within an art space. In addition, NE wants to learn about the industry through understanding of the processes and operations that are mandatory for managing artistic space of production and cultural events. Through this experience NE will acquire new skills for better understanding of creative business, seek new collaboration possibilities in terms of future art projects and increase networking activity. NE wants to explore possibilities to establish herself as a visual artist. NE will also work



on an art project, which will contribute to the professional artist experiences and art production skills. NE will also gain extra knowledge in Netherlands art scene, as well as she will contribute with Slovenian based experiences in this field.

Description of the work/learning project: Throughout the exchange the NE will be working on personal visual art project on site, relating to the TAC building and space (site specific), which will be exhibited at the end of the exchange. In addition, NE will be involved in other activities held in TAC. NE will help HE during the process required to execute a certain project (exhibition/event organization). NE will learn strategical skills and gain basic knowledge on funding models, marketing tools and organization. The main aspect of this goal is for NE to understand the basic principles (the "how and why"), through which the HE institution is operating. NE will offer creative skills and knowledge, which will result in fresh and new perspectives, as a result of geological, generational and creative background differences. For additional work (next to the art project) NE will be involved in several different aspects and parts of HE's activities in the beginning of the exchange, to get an overview of possible tasks and commitments. In the following weeks NE will decide, with HE consultation, which of given work areas are appropriate and can contribute to both parties.

Proposed plan of activities: The exchange will take place from July till October 2019 (three months). Listed below, are approximately monthly description of the proposed activities: At the beginning of the exchange NE will be introduced with the work space, personnel and services which are being provided by HE and institution. The first part is focused mainly on exploring possibilities for best NE and HE collaboration during the stay. NE will be informed about current events and projects of HE and will seek to contribute to its execution. NE will also prepare the concept draft for site specific artwork, to be made and presented at the end of the exchange. In the main part NE will focus on art production related to the personal project and be working on selected fields with HE. As the work routine and process of the HE will be known, NE will help with selected activity. NE will have the opportunity to be a part of activities, which include and offer an insight in institutional framework and communication strategies with other artists, for educational purposes. In the last part NE will be finishing the art project, updating her business plan and concluding the exchange. Help with the selected activity will still be a part of work process, as well as building up a network for future collaborative work and relationship.

Expected outcome: The outcome of the exchange is mutual and beneficial for both parties involved. Bellow, the basic exchange outcome qualities are listed: - Improving the NEs art production and gathering new experience, which will be acquired due to the cultural and geological difference - Understanding of the processes which are mandatory for the art related institution - Insight in the strategies to successfully collaborate with artists and other personnel - Exploring important business routines and strategies for NE future career - Improvement of entrepreneurship and its management through different mindset for NE and HE - Acquiring meaningful network and collaboration techniques - New perspectives and exploration of artist-institution collaboration/relationship for HE



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 Urša Prek

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

Signature of the NE

Date:

Ms Urša Prek (Signed)

09/05/2019

THE NE'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)

09/05/2019

THE HOST ENTREPRENEUR: Ms Astrid Cats

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

Signature of the HE

Date:

Ms Astrid Cats (Signed)

24/05/2019

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)

15/05/2019

