

19ZML0073

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: [RLT197664]

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: Katarína Šimková

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 [Jelena Djakovic, Libra Consulting], 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 [RLT197664]

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 program.

The NE accepts to take part in the European Commission's program 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 31 July 2019 to 30 September 2019. The stay has a total duration of 2 month and 1 day.
- 2.3. The stay abroad will take place in city Beograd, Serbia.
- 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

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 € 560,00 per month, in total € 1144,00.
- 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

Function: Project manager

Address: Kukučínova 2, 04001 Kosice, Slovakia

Tel.: 00421902 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): Katarína Šimková

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: 7.6.2019

Done at Košice, Date: 7.6.2019

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 ...**

Annex: Erasmus for Young Entrepreneurs Commitment

RLT197664

I. DETAILS ABOUT THE NEW ENTREPRENEUR

Name of the participant: Ms Katarina Simkova

Contact details:

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 Jelena Djakovic

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

Name of the enterprise: Libra Consulting

Total employees: 4

Contact details: Kneginje Zorke 87 - 11000 Beograd - Serbia

jelena@consultingbylibra.com - +381 637605395

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

Nova Iskra Creative Hub [Serbia]

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

III. SUMMARY OF THE PROPOSED STAY ABROAD

Months of stay abroad :

Planned start date of the stay: 31 July 2019

Planned end date of the stay: 31 August 2019

Objectives of the stay: Objectives for NE are: to learn more about the market and how to run a marketing agency since NE is focusing on developing similar business in Slovakia, to develop appropriate marketing strategies for NE's new business, to work on NEs skills of getting the customers, to work on NEs skills of keeping stable customers and also for NE to get the skills by price offers creation. HE is working in similar market circumstances when a customer needs to be educated and motivated to order professional marketing services and NE needs to get to know the lessons learned to apply the strategy by his own NE business HE works on new brands building and we can share the experience as NE would like to help new beginning entrepreneurs to build their marketing strategy. We will discuss experience about different target groups, the basement which can be similar and differences connected to the special group.HE as an agency works with different types of customers from different areas. NE has the goal to cooperate with entrepreneurs, NGOs and companies from different areas and wants to discuss the approach and different communication channels usage including the work with



data analytics. On the other hand, for HE the cooperation with the NE will be beneficial for the company and the HE, because their employees will be able to exchange experiences, hold workshops to analyze and explain the way we work, getting a better overview of their own activities and results while doing so, as well as work in English full time. Sharing the experience of running the marketing agency and compare the businesses in Slovakia and Serbia, to compare business plans for opening an agency in Serbia, vs opening an Agency in Slovakia and gain insights about HEs projects and unbiased opinion from someone on the outside, to get advice. NE,atarina has a strong marketing background, and she has also worked in marketing the hotel industry, which is one of our main fields of operation.

Description of the work/learning project: NE will gain and expand her knowledge about how to run the marketing company creating the strategies on how to gain new customers, keep them and expand the cooperation with them. She will gain the experience and knowledge how to base own business, create a research plan, define target groups, communication strategy using different communication channels. NE will gain answers to the model situations which can appear at the beginning of the company in the form of lessons learned. NE will get an overview of skills needed to switch from employee to entrepreneur creating the self-development plan. NE will develop a business plan in consideration with the HE advice including the topic of clients persuasion about the necessity of professional communication as a paid service. NE will create a price list for her services following HE's experience and advice. NE will gain new experience using different communication channels and analytics what she can use for her own company as well as for clients. NE will create a more detailed financial plan for her business after considering target groups and services useful for them. NE will get best practices from practice in leadership idea. HE will share her ideas about starting a business, HE will share her point of view about being employed vs. be the employer, discuss what are the biggest challenges and how to plan for your own business and what to take into consideration.

Proposed plan of activities: Week 1: NE will discuss the differences between employee and entrepreneur, lessons learned from HE by company start and problems which can occur and skills needed for running own business NE will develop her own self-development plan including the topic leadership as well Week 2: NE will discuss and afterward create a research plan and define target groups for her business. She starts to develop a business plan. She will discuss with NE topics about persuasion the client. Week 3: NE will finish the business plan, develop strategies for clients, communication strategy with channels definition and discussion and exercise for analytics. Week 4: NE will develop a price list for her services after discussion with HE and afterward financial plan. They will evaluate the cooperation and discuss the outcomes both sides have gained during one month of cooperation.

Expected outcome: New Entrepreneur: NE expects to develop better knowledge and understanding of the marketing market in Serbia and use the gained knowledge in setting up and improving her own marketing agency in Kosice. The knowledge from the fields as an appropriate marketing strategy with a financial budget for NEs business will be an important outcome as well. Also being aware of any struggles a new business can face will allow NE to be more prepared for the circumstances. NE will create base documents like a business plan, communication strategy, self-development plan, research plan, target groups strategy, channels analysis, price list, and financial plan. She will get real experience and lessons learned from HE what will give her new impulse for ideas for own business development. Host Entrepreneur: expect to benefit from sharing experiences, expanding our network, and having an international environment. We will provide an opportunity to the NE to compare the benefits and potential problems of entrepreneurship vs being an employee, as well as learn how we should motivate and keep employees happy, from her desire to become an entrepreneur. The HE is a relatively new Agency (less than 3 years operation), with steady growth, and good client base. The HE will be able to share experiences on how it is to start, and what are the important things to focus on, based on our personal, first-hand experience.



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 Katarina Simkova

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

Signature of the NE

Date:

Ms Katarina Simkova (Signed)

27/05/2019

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)

27/05/2019

THE HOST ENTREPRENEUR: Ms Jelena Djakovic

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

Signature of the HE

Date:

Ms Jelena Djakovic (Signed)

28/05/2019

THE HE'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)

27/05/2019

