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Erasmus for Young Entrepreneurs

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

Agreement for financial support number: [RLT199471]

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: Barbara Petrová

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 [E&A Ecce Home Bt], 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 [RLT199471]

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 24.06.2019 to 24.09.2019. The stay has a total duration of 3 months and 1 day.
- 2.3. The stay abroad will take place in city Városlőd, Hungary.
- 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 € 670 per month, in total € 2050.
- 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.

<u>Article 5 – Contact person</u>

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, Košice

Tel.: | 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): Petrová Barbara 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: 18.6 2019

Done at Košice, Date:

14.06. 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: Erasmus for Young Entrepreneurs Commitment

RLT199471

I. DETAILS ABOUT THE NEW ENTREPRENEUR

Name of the participant: Ms Barbara Petrová

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 Etelka Meixner-Hegyi

Sector of activity: Crafts, art materials and accessories

Name of the enterprise: E&A Ecce HOME Bt.

Total employees: 2

Contact details: Kolostor utca 16. - 8445 Városlőd - Hungary

etelka.meixner@gmail.com - +36 +36204486568

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

Chamber of Commerce and Industry Veszprém [Hungary]

Mr Attila CZIGANY, attila.czigany@veszpremikamara.hu, (+36) 702128704

III. SUMMARY OF THE PROPOSED STAY ABROAD

Months of stay abroad:

Planned start date of the stay: 17 June 2019

Planned end date of the stay: 17 September 2019

Objectives of the stay: NE would like to learn more about how to produce her own ceramic products. NE also want to focus more about how to establish her own pottery studio in the future which would help her to become a better entrepreneur with experiences. Also, NE would like to develop and get better in the special technique which is used by HE, as HE uses plaster mold which makes the process of production way faster. NE want to learn how to prepare these forms and how to use them as NE wants to make her own ones in the future. Cooperation with the NE will be beneficial for the company and the host, because HE will explain her every segment of our ceramic studio. At the beginning, they will start with the business establishment process with all the details of it. It will also be beneficial for HE, as after explanation HE wants her to gain more experience in what HE does, with helping HE with their production in the studio. Sharing the experience will give HE some help with the subtasks and give NE enough experience in plaster mold technique.



Description of the work/learning project: The new entrepreneur will gain and expand her knowledge about daily tasks in a pottery studio which would include plaster mold preparations as well as glazing technique. NE also wants to expand her knowledge about how to use a kiln in the studio as NE does not have enough experience with that. NE would also be interested in the webshop, how does it work, how often do we need to update it and also about the shipping procedure and packing the final product. So focusing also on the marketing part of the business will be part of the exchange. HE will share her ideas about the technique which HE uses for creating ceramic products in an efficient way. HE also wanst to introduce NE to glazing technique as it can be very tricky for someone who never had experience with it before. HE will cooperate with NE in a very informal way, showing NE every aspect of HE's business. HE wants to teach NE how can she established her own studio in the future, show her the steps that needs to be done to have a successful ceramics studio. HE also wants to explain to her the importance of a website as HE found it really important to have an easily manageable one.

Proposed plan of activities: 1st month - NE will be introduced to the studio of HE and learn how it works what daily routines does she have in the studio. The HE also want to get her to know of the segments of the studio to be familiar with it. At the beginning HE wants to explain to her how she could start her own business, what conditions does it need to have in Hungary. At the second part, HE will explain to her the production process and show her every detail of HEs ceramic products. At the beginning of the first month, HE wants to show NE how to make the plastic mold as that is the most important thing in HEs studio. Explaining all the techniques will be very enriching for NE and her future skills. 2nd month - He and NE will be working together on a daily basis, with already some experience with the subtasks. As NE is interested in shipping and packing HE will show her all the details of this segment of the business. In the second month, HE will show NE the website, explain to her the importance of it. They will focus on the marketing strategy of the studio, on the shipping methods and all the tasks that need to be done for the clients. 3rd month - HE will show NE how to use porcelain and other clays which are used in the pottery studio. HE will teach her how to use different glazing technique, as HE would need her help in this subtask as well. In the 3rd month, HE wants to teach NE how to use the kiln, and be familiar with it. They will also evaluate the exchange and suggest future cooperation.

Expected outcome: NE expects in this exchange to learn about daily tasks in a pottery studio. First of all NE wants to gain as many information as she can about how to establish a pottery studio. What equipment do NE needs to have and to get a picture about how should a studio look like. NE wants to learn different techniques about glazing the potteries and about firing them. As NE wants to establish her own pottery studio in the future NE wants to gain more information about the shipping process as well. NE will try to take as much as possible from this excahnge. NE wants to achieve for herself and for her start-up a faster production which HE can show her as they use a plastic mold which makes the production way faster. HEs ceramic products are quite unique as she uses porcelain clay in her daily basis. NE wants to be more familiar with this clay, as she never used porcelain before. HE wants to support NE with all her professional knowledge, and personal experiences. Also, having NE in the studio will be a very enriching experience for HE as well and can work on the common ideas and projects.

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 Barbara Petrová

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

Signature of the NE

Date:

Ms Barbara Petrová (Signed)

11/06/2019

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)

11/06/2019

THE HOST ENTREPRENEUR: Ms Etelka Meixner-Hegyi

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

Signature of the HE

Date:

Ms Etelka Meixner-Hegyi (Signed)

11/06/2019

THE HE's INTERMEDIARY ORGANISATION: Chamber of Commerce and Industry Veszprém [Hungary]

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

Coordinator's signature

Date:

Ms Ildikó Somogyi (Signed)

12/06/2019

