

19ZML0092

# 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: [RLT200591]**

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: Tatiana Černochová

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 [Kneževič Milovan], 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 [RLT200591]

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 14 October 2019 to 15 January 2020. The stay has a total duration of 3 months and 2 days.
- 2.3. The stay abroad will take place in city Belgrade, 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**

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<sup>1</sup> 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 1729,00€.
- 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 Košice  
Tel.: 00421 9  
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): Tatiana Černochová  
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: 5.8.2019

Done at Košice, Date: 2.8.2019

Sig. \_\_\_\_\_  
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**<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 while the stay abroad is being carried out or as a consequence of the stay abroad.

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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.

- 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

RLT200591

## I. DETAILS ABOUT THE NEW ENTREPRENEUR

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**Name of the participant:** Ms Tatiana Cernochova

**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

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**Host entrepreneur:** Mr Knežević Milovan

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

**Name of the enterprise:** Mikkaphoto

**Total employees:** 0

**Contact details:** Milovana Marinkovića 42 - 11000 Belgrade - Serbia

mikkaphoto@gmail.com - .

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

Nova Iskra Creative Hub [ Serbia]

Mr Relja Bobić , relja@novaiskra.com ,

## III. SUMMARY OF THE PROPOSED STAY ABROAD

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**Months of stay abroad :**

**Planned start date of the stay:** 14 October 2019

**Planned end date of the stay:** 15 January 2020

**Objectives of the stay:** NE would like to learn more about the art of video-making, develop the confidence in her work in this field and in the possibility of starting a successful and thriving business that would enable the NE to reach her goals and dreams. Ne would like to work on the development of her business plan and on her own video that would be a part of her portfolio and an introduction of herself as a publicly active person, start to become known and visible. NE can gain very high skill with fashion photography, with which she has close to no experience, but is a wonderful skill to have when photographing weddings. HE does both photography and video experience and is active in the areas NE wants to be active and succesfull as well. HE is from Serbia, the country is culturally closer to Slovakia than western Europe, and so for NE could be easier to apply HE's style of work to NE's geographical area. Host see the big opportunity in helping the NE to reach her goals and provide her the experience from the video production and also the technique to get better in it.



**Description of the work/learning project:** New entrepreneur will gain and expand her knowledge about video making and photography. This includes technicalities of work with camera equipment, not limited to the camera itself but also lights, microphones, sliders, softboxes etc. , Assist on the set - work with models and production, editing - assist in the editing process and after effects postproduction, marketing and promotion, receive assistance and feedback on the work of the NE - photos and videos made, editing performed. NE wants to gain the skills of studio tasks - work with lights, microphone and slider; how to negotiate with customers and how to ask for an appropriate price for my work; how to work effectively (right now I'm pretty slow in delivering the product) ; and most of all get better in shooting pictures that are and eye-catcher. Host entrepreneur will support the NE in the tasks and give her the helping hand during the process, new tasks, mentor her. HE will benefit from the cooperation as well, as NE has some experience and can help HE.

**Proposed plan of activities:** Month 1: NE will get acquainted with the HE, his style of work, his scope of work and working routines, how equipment, workplace and software that he uses. NE will start assisting at new projects and familiarise herself with the running ones, and possibly be able to assist with those as well. They will start her cooperation and start shooting NEs own "documentary" about my stay in Belgrade. Get HE to advise on this small project of NE. Month 2: The cooperation will dive deeper into the technicalities of photography / video work. Especially work in the studio, but also on the set outdoors. Learn how to choose angles and locations, improve composition. They will work and NE will be assisting as much as possible also with postproduction and finishing of the material. Learn about the artistic touch of his work, taking part on the communication with clients as well, continue to work on my own project. NE will take photos around the city and in the city, visit sport and cultural events and use this opportunity to get feedback from HE. Also, HE will do the feedback on videos made. Month 3: the cooperation will continue, NE will work for HE and take over some minor responsibilities assigned by HE. NE will start her own YouTube channel and also use pictures and videos made during the stay for self promotion on already existing social media accounts. Discussing the possibility of creating new accounts dedicated solely to work with HE. Getting knowledge on promotion and self-marketing from HE, discuss improvements of NEs business plan with HE, while making necessary changes. NE plans to start looking for opportunities in her country and HE will give the feedback on the actions.

**Expected outcome:** NE do expect to have her documentary ready and finished by the end of her stay, also expect she will have her portfolio ready by the end. She expects to be ready and prepared to start her own business and put herself on the market. NE expects to have enough experience to confidently offer her work to smaller private clients. The host will share his experience with the NE and cooperate with her on HEs tasks and projects.





#### **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: Ms Tatiana Cernochova**

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

Signature of the NE

Date:

Ms Tatiana Cernochova (Signed)

28/06/2019

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## **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)

28/06/2019

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## **THE HOST ENTREPRENEUR: Mr Knežević Milovan**

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

Signature of the HE

Date:

Mr Knežević Milovan (Signed)

30/06/2019

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## **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)

28/06/2019

