

19ZML0096

## Erasmus for Young Entrepreneurs

### Erasmus for Young Entrepreneurs

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

**Agreement for financial support number: RLT201830**

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: Miljana Drinčić

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 "GEKI", after agreement of the host entrepreneur Monika Gueldenberg (Gueldenberg Architektur Buergemeinschaft), 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 RLT201830

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 18.09.2019, to 14.11.2019. The stay has a total duration of 2 months and 0 days.
- 2.3. The stay abroad will take place in Gelsenkirchen, Germany.
- 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

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<sup>1</sup> 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: Gavrilica 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): Miljana Drinčić

Name of the Bank:

Address:

Full account number

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, August 8th 2019

Done at Sombor, August 8th 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**<sup>1</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

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<sup>1</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.

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

RLT201830

## I. DETAILS ABOUT THE NEW ENTREPRENEUR

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**Name of the participant:** Ms Miljana Drincic

**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

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**Host entrepreneur:** Ms Monika Gueldenberg

**Sector of activity:** Architectural, construction, engineering and inspection services

**Name of the enterprise:** gueldenberg architektur buerogemeinschaft

**Total employees:** 3

**Contact details:** Am Stadtgarten 16 - 45883 Gelsenkirchen - Germany

monika@gueldenbergarchitektur.de - +49 20997298350

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

Stadt Gelsenkirchen - Referat Kultur [ Germany]

Klaus Meyer , klaus-dieter.meyer@gelsenkirchen.de , (+49)

## III. SUMMARY OF THE PROPOSED STAY ABROAD

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**Months of stay abroad :**

**Planned start date of the stay:** 18 September 2019

**Planned end date of the stay:** 18 November 2019

**Objectives of the stay:** New entrepreneur (NE) looks for skills on the way to work as a freelancer architect and to found an own company. After University, it's a great chance, to have an exchange abroad, to learn different options and conditions of working in their professional environment. The HE has an SME architectural-office since 2004 in Gelsenkirchen / Germany. To work on different projects, it is collaborating regularly in teams with similar sized offices. His focused work is, to revitalize not marketable property. The NE can explore how to work on about refurbishment and tasks intertwined with industrial heritage through town planning/urbanism and architecture plans and projects and how to create a working process in a small team.

**Description of the work/learning project:** - The development and handling of refurbishment processes from the urban to the property-related scale - Keeping track of the process and quality of handling projects with different clients ( privat and municipal clients) and participation of stakeholders. - Development of work processes in teams and working groups, cooperations



with further planning offices to cover all project-specific competences. To reflect different communication strategies and ways of Public relations. - Individual project evaluations - methodology of going through each task with idea and concept development as advice for future work of NE, while sharing their own experiences, ideas and methods with HE. - Management and organisation in a small architectural office

**Proposed plan of activities:** Sept-Oct: Workshop with an architectural association, introduction to the activities of firm: ongoing project(s) preview, Site location visits, meeting local architecture firms that are cooperated with in practice. Oct-Dec: Project work at the HE office and cooperatives, accompany different stakeholders at a special district, ("Kreativquartier Ückendorf" Gelsenkirchen), to reflect the different issues in an urban refurbishment process, for example to revitalize an old theatre or transform a warehouse in a gym. Working on public relation to create an exhibition concept for public refurbishment processes. Through all phases NE and HE exchange ideas, thoughts and experiences, different approaches and methods.

**Expected outcome:** NE: - gets familiar with the daily activities as an owner of architecture firm (tasks and obligations) - learns about measures and activities in urban refurbishment varying in scale - puts to practice working with different firms per project - trains to perceive possible and point out preferable methods of handling refurbishment in situ, and later through the project, as well as it's immediate surroundings HE: - to reflect the understanding of work and tasks as well as the ethical goals of the profession - to learn about different approaches in relation to environmental and social cultures - to explore a new network with motivated and outgoing colleagues



#### **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 Miljana Drincic**

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

Signature of the NE

Date:

Ms Miljana Drincic (Signed)

01/08/2019

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**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)

01/08/2019

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**THE HOST ENTREPRENEUR: Ms Monika Gueldenberg**

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

Signature of the HE

Date:

Ms Monika Gueldenberg (Signed)

01/08/2019

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**THE HE's INTERMEDIARY ORGANISATION: Stadt Gelsenkirchen - Referat Kultur [ Germany]**

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

Coordinator's signature

Date:

Mr Dr. Volker Bandelow (Signed)

01/08/2019

