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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: RLT202257

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: Martina Banikova

Address:

Tel.: ..

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 (BW-I), after agreement of the host entrepreneur [Simon Spangenberg, mecasa GmbH], 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 RLT202257

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 16.9.2019 to 15.11.2019. The stay has a total duration of 2 months.
- 2.3. The stay abroad will take place in city Stuttgart.
- 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

- 3.1. The NIO undertakes to pay to the NE a monthly lump sum of 830,00 € per month, in total 1699,50 €.

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

- 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.:
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): Martina Baníková
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: 3. 9. 2019

Done at Košice, Date: 2. 9. 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

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.

property of the NE or the HE 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

RLT202257

I. DETAILS ABOUT THE NEW ENTREPRENEUR

Name of the participant: Ms Martina Banikova

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: Mr Simon Spangenberg

Sector of activity: Health, beauty and social services

Name of the enterprise: mecasa GmbH

Total employees: 5

Contact details: Reutlinger Strasse 56c c/o mecasa Pflege UG (haftungsbeschränkt) - 70597

Stuttgart - Germany

kontakt@mecasa.de - +49 15734357407

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

BADEN-WÜRTTEMBERG INTERNATIONAL Gesellschaft für internationale wirtschaftliche und wissenschaftliche Zusammenarbeit mbH [Germany]

Ms Annika Gold , annika.gold@bw-i.de , (+49) 7112278741

III. SUMMARY OF THE PROPOSED STAY ABROAD

Months of stay abroad :

Planned start date of the stay: 16 September 2019

Planned end date of the stay: 15 November 2019

Objectives of the stay: Objectives of NE: After having worked for several years as a purchaser and supply chain manager for a family-owned company - manufacturer and distributor of food products - my plan is to open a start-up / smaller agency, which will offer consultancy in the fields of marketing, branding, products development, price policy and strategy for rebranding, how to create new products, benchmarking etc. with a particular focus on the food industry. With this exchange I look for experience in marketing, branding, social media, communication and how to handle processes connected to organising a consulting agency. Objectives of HE: It is our intention to gain the perspective of someone with a different view than our existing team. This contribution will be especially valuable if it is a person with a different cultural background and with an expertise in a different field, such as food production, which is located far away from the caregiving business of mecasa. We would like to obtain a better understanding of



caregiving and personnel recruiting in Slovakia. The NE may contribute with her language skills and with her personal network and contacts.

Description of the work/learning project: The exchange will take place with the integration of the NE in the HE team. The HE will define clear objectives and deadlines to the tasks and projects the NE will work on. When necessary the HE will help and clarify the NE's questions. HE and NE will work together with the common goal to develop and strengthen their business models. On the one hand the NE will be supported with the development of marketing, financial and project management skills. In addition, the HE will introduce the NE to the German, European and International startup scene, foster the participation of the NE in networking events and will, furthermore, help to identify potential spaces to enhance the visibility of the NE's business. On the other hand, the NE will support the HE in order to obtain a clearer understanding of the Slovakian market for live-in caregivers. This aspect goes hand in hand with an analysis of the potential to open new branches. The NE will also work together with the HE's team to identify funding opportunities and use their experience in drafting funding applications. The NE offers to conduct market research on the Slovakian market, negotiating with Slovakian agencies or introducing the HE to potential business partners in Slovakia or Czech Republic. Moreover, the NE could help with translating of marketing texts excerpts.

Proposed plan of activities: Month 1: The HE supports the NE with conceptualizing a business plan. The HE will consider legal aspects and boundaries of the NE's proposed business concept. The NE will conduct market research on the HE's market in Slovakia and Czech Republic. The HE will introduce the NE to networking events and the local start-up scene. Month 2: The NE will conduct a competitive analysis of the HE's market. The HE will introduce the NE in how to run and administer marketing campaigns and brand building strategies. Both HE and NE will evaluate the other's financial planning and means of business funding.

Expected outcome: NE: The NE expects to formulate a detailed and coherent business plan, particularly regarding the following elements: Detailed marketing strategy Detailed financial planning (cost & revenue analysis) Development of customer journey model Outsiders perspective on proposed business activity HE: The HE would like to have obtained the following elements at conclusion of the Erasmus exchange: Profound understanding of the Slovakian caregiving market Established business relationships with personnel recruiting organizations in Slovakia Gained outsider's perspective on own business activities from someone with a different cultural background and especially with a significant management experience in completely different field



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 Martina Banikova

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

Signature of the NE

Date:

Ms Martina Banikova (Signed)

30/08/2019

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)

27/08/2019

THE HOST ENTREPRENEUR: Mr Simon Spangenberg

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

Signature of the HE

Date:

Mr Simon Spangenberg (Signed)

27/08/2019

THE HE's INTERMEDIARY ORGANISATION: BADEN-WÜRTTEMBERG INTERNATIONAL Gesellschaft für internationale wirtschaftliche und wissenschaftliche Zusammenarbeit mbH [Germany]

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

Coordinator's signature

Date:

Ms Bettina Klammt (Signed)

27/08/2019

