

Erasmus for Young Entrepreneurs

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

Agreement for financial support number: RLT202230

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: Lucia Bláhová

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 (HIO), after agreement of the host entrepreneur Leopold Fiala representing Leopold Fiala Photography 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 RLT202230.

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 20. 12. 2019 and from 2. 1. 2020 to 20. 1. 2020. The stay has a total duration of 3 months and 23 days.
- 2.3. The stay abroad will take place in city Munich, 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 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 €830 per month, in total €3130.
- 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): Lucia Bláhová
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:

4.9.2019

Done at Košice, Date:

29.2019

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. 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.
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 while the stay abroad is being carried out or as a consequence of the stay abroad.

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.

- 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.

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Annex 2

**'Erasmus for Young Entrepreneurs Commitment'
concerning the relationship number RLT197823**

Annex: Erasmus for Young Entrepreneurs Commitment

RLT202230

I. DETAILS ABOUT THE NEW ENTREPRENEUR

Name of the participant: Ms Lucia Bláhová

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 Leopold Fiala

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

Name of the enterprise: Leopold Fiala Photography

Total employees: 0

Contact details: Freibadstr 3 - 81543 München - Germany

hello@leopoldfiala.com - +49 1705113313

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

Months of stay abroad :

Planned start date of the stay: 16 September 2019

Planned end date of the stay: 16 December 2019

Objectives of the stay: Objectives for NE: NE Lucia is an independent photographer with a focus on visual storytelling, working in a documentary capacity. She has established her company at the beginning of the year 2019. The main objective of her stay is to learn how to successfully run the business, to get the overview of financial issues, branding, how to market the projects, etc. NE will be involved in the daily activities of her host, so she could see how successful entrepreneurs are dealing with issues. She would also like to build a personal brand as a photographer. HE represents a successful photographer, so Lucia would like to learn how to run professional personal art photography projects - how to finance it, different ways of the presentation for the galleries. Another objective is to get experience with publishing photo books. NE would also like to see how the German market works, how to communicate with clients and she would like to know about the possibilities for future cooperation. Feedback on her work and business plan is also very important for her. Objectives for HE: HE Leopold is a successful photographer who is running his own company for almost 9 years. Not limited to one



subject, he explores portraits, landscapes, fashion, transportation, lifestyle, and much more. He is mostly driven by diversity, so he is always looking for new collaborations. He would like to get new ideas, feedback on his current work and discuss the business with young enthusiastic entrepreneurs. One of his objectives is to get new approaches on photography and learning by doing approach. He is also ready to share his experience on setting up and running a photography studio. NE Lucia will support him in daily operations and help him to improve the marketing tools. Moreover, NE will present Slovak and Czech market so he will get valuable suggestions for the future connections.

Description of the work/learning project: NE has started to work for her own company at the beginning of 2019. Although she already has some experience from previous work, she plans to improve the entrepreneurial skills needed to be successful on the market. By working daily with her HE, she will get a closer insight into the whole business. HE will introduce her to his team, involve her in the daily procedures, managerial tasks and decision making. NE would like to build a strong brand. HE will help her with sharing his experience from promotion, internal and external communication. Starting from the proper communication with clients or how to set the supplying contracts. HE will also share his experience with making the right price offer and how to finance art projects. NE will work on her branding strategy and try to develop marketing strategy together with Host. Lucia will become a regular part of the team, so she will get to know about all the stakeholders involved. She has already been a part of the shooting teams, but her plan is to get as much experience with preparation for the process as possible. She would also like to raise her level of working with different postproduction software like Photoshop, Capture one, Indesign and experience with hardware like Digital cameras and Studio flash systems. NE will bring new ideas to HE so both will be able to improve their professional portfolios. They will also discuss NE's business plan and projects from the past, so NE will get enough feedback for planning her next entrepreneurial steps. On the other hand, NE will share her ideas for improving the online presence of the HE. She will also share information about Czech and Slovak market and the possible connections with the German market.

Proposed plan of activities: Month 1: NE Lucia will be introduced to the team and will get the overall information about the daily procedures. HE will share his experience with running the professional photo company, decision-making process and his managerial tasks. HE will also present model of cooperation with different suppliers and stakeholders and in which part of the processes they are being involved. NE will shadow HE during his daily actions, bring the feedback and develop suggestions for improvements. Based on this, NE will start to plan the next steps for her own company. Month 1 - 3 NE will participate in upcoming photography projects in Munich area from its start to the end. She will see all phases - how to communicate with a potential client, how to make him an offer, how to build a relevant team, how to set the lights, etc. She will make a "backstage" pictures so HE can use them for promotional purposes. She will also assist during the shooting and be a part of the post-production team. Month 2 The second month will be dedicated to improving of the promotion strategies of both HE and NE. HE will share his examples of best practice. NE will focus on ways how to build a strong and reliable brand. She will feedback HE's website and help him with building the new one. She is also experienced enough to prepare newsletters and press kits for HEs projects. NE and HE will go through different channels, contents, and types of customers. Month 3 NE and HE will focus on evaluation. HE will feedback NE's business plan and projects. He will suggest the improvements and possibilities for exhibiting the projects in Germany. Both HE and NE will share business ideas and the ways for future cooperation. NE will share the information about the Slovak and Czech market and suggest possibilities for expanding to these countries.

Expected outcome: Outcomes for NE: To get valuable feedback on her business plan To get feedback on her previous personal project "Vrajitoare" and suggestions on different possibilities of presentation for this project in Germany - exhibition in the gallery. To get a closer insight into the business (communication with a client, knowledge about preparing a contract between client and photographer...) To get new contacts To learn new marketing tools To set up a newsletter To experience the work with stock agencies To learn how to produce a photoshoot, boot the team and communicate To learn how to do a proper price estimation (important) To build a new website To raise experience in picture post-production by using Adobe Photoshop To get new skills in working with studio light and available daylight To learn on big photo



productions for clients like (Bmw, Adidas, Pro7, Braun, Gillette, ISH) To get the feedback on ongoing projects To learn the digital workflow on a professional level Outcomes for HE: NE will help HE with marketing - newsletters, marketing outlets, websites, print, etc. NE will help with production Organising personal projects and shoots New connections to Slavic speaking countries in order to get new clients Setting up presentation appointments on Slovak/Czech market Consulting and setting up HE's new homepage NE will help with some retouching work Printing of HE's portfolio Preparing presskits Getting "Behind the scenes" photos or take over smaller tasks



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 Lucia Bláhová

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

Signature of the NE

Date:

Ms Lucia Bláhová (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)

30/08/2019

THE HOST ENTREPRENEUR: Mr Leopold Fiala

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

Signature of the HE

Date:

Mr Leopold Fiala (Signed)

03/09/2019

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)

03/09/2019

