

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: RLT198445

The New Entrepreneur's Intermediary Organisation

Name: **Slovak Business Agency**
Registered office: Miletičova 561/23, 821 09 Bratislava – Ružinov,
Slovenská republika
Correspondence address: Karadžičova 2, 811 09 Bratislava, Slovak republic
Company Reg. No: 30 845 301
Tax ID: 2020869279
Name of the authorized
representative: Mgr. Martin Holák, PhD., General Director
Name of the bank: Všeobecná úverová banka, a.s.; skrátený názov: VÚB,
a.s.
IBAN: SK81 0200 0000 0016 9324 1062
BIC: SUBASKBX

(hereafter referred as the “**NIO**”) of the one part,

and

the New Entrepreneur

Name: **Jana Blahová**
Address:
Date of birth:
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 Mr Edgar Granell Miguel, 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 **RLT198445**

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

- 1.1. Erasmus for Young Entrepreneurs aims to facilitate the exchange of experiences, learning and networking for new entrepreneurs in the EU through periods spent at companies of experienced entrepreneurs in other EU Member States.
- 1.2. The purpose of this agreement is to offer financial support to the NE. The support has the function of covering the travel, accommodation and subsistence costs which the NE incurs while staying with the Host Entrepreneur (HE) 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 is valid from the date of the signature by the parties. As this agreement is subject to Slovak law and thus mandatorily disclosed contract pursuant to Section 5a of Act. No. 211/2000 on Free Access to Information (Freedom of Information Act), it shall enter into force the next day upon its disclosure in the Central registry of contracts maintained by the Government Office of the Slovak Republic, which is available on <http://www.crz.gov.sk/>.
- 2.2. The duration of the stay abroad with the HE is from 17. 06. 2019 to 18. 10. 2019. The stay has a total duration of 4.11 (four point eleven) months.
- 2.3. The stay abroad will take place in city Castellón de la Plana, country Spain.
- 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 Commission 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 per month.
- 3.2. This monthly amount is deemed to cover all 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 (in particular, but not exclusively, flights including boarding passes, travel tickets, receipts from the restaurants, accommodation 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 45 days of submission of the corresponding feedback questionnaire.

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: Mr. Martin Menkyna
Function: Project manager, Coordinator
Address: Karadžičova 2, 811 09 Bratislava, Slovak republic
Tel.: +421220363273
Email: menkyna@sagency.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): Ms Jana Blahová
Name of the bank:
Registered office:
IBAN:
BIC:

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.

Done in two copies, one for each party

Done in Bratislava,

Slovak republic,

Done in Castellón de la Plana,

Spain,

Signature of NIO's
authorised representative
Slovak Business Agency
Mgr. Martin Holák, PhD.
General Director

Signature of NE
Jana Blahová

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 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**¹. 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.

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

¹ 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 2

**‘Erasmus for Young Entrepreneurs Commitment’
concerning the relationship number RLT194460**

I. DETAILS ABOUT THE NEW ENTREPRENEUR

Name of the participant: Ms Jana Blahová

Contact details:

Address:

Email:

Tel:

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

Slovak Business Agency

Contact details:

Correspondence address: Karadžičova 2, 811 09 Bratislava, Slovak republic

Coordinator: Mr. Martin Menkyna

Contact person: Mr. Martin Menkyna

Email: menkyna@sagency.sk

Tel.: +421220363273

II. DETAILS ABOUT THE HOST ENTREPRENEUR

Host entrepreneur: Mr Edgar Granell Miguel

Sector of activity:

Name of the enterprise:

Total employees:

Contact details:

Address:

Email:

Tel.:

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

Fundación Equipo Humano

Contact details:

Address: Passeig de la Petxina 12, Valencia, Spain

Coordinator: Mr José Enrique García Llop

Contact person: Mr Alfonso Cadenas

Email: alfonso.cadenas@fundacionequipohumano.es

Tel.: +34670367216

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: 18 October 2019

Objectives of the stay:

The main objective of the stay is to share experience by intense day to day cooperation between HE and NE, by job shadowing of HE and observing working processes by NE especially in order to develop knowledge of NE in the business/management/marketing area of company so the NE gains experiences/competencies necessary to found and run a similar future start-up of NE's team in Slovakia. Secondly, by exploring new ideas and skills by NE, the stay will help both HE and NE to widen their portfolio of activities in the area of Sustainable Development Goals (SDGs) education and European projects. The objective for the HE is to share knowledge with NE about how to establish/run own startup focused on European projects and sustainability by educational activities by mentoring sessions, exchange of know-how, enabling the NE job shadowing, observing working processes, participating and leading activities, having access to tools and methodologies, etc. The objective for the NE is to gain crucial entrepreneurial, fundraising, marketing and project management experiences and skills which will help NE's team to establish and run their future startup successfully. Secondly, the stay will help the NE to prepare new activities/projects in the area of SDGs education and European projects, which is one of the key activities which will NE launch in their future startup.

Description of the work/learning project:

The NE will be involved in a wide spectrum of working processes in many areas of the HE business so she can learn how to manage and run a startup. The NE will be implied in the operational management tasks of projects and programmes run by the HE and will be given the opportunity to introduce elements of innovation. In this way, the NE will increase her capacity to organize international cooperation campaigns from a Human Rights perspective and other values of HE. Also, NE will take part in the meetings of HE with the aim to gain more entrepreneurial experience and to extend her network. NE as well as, HE, will learn from each other through sharing opinions, experiences and knowledge applied to entrepreneurial challenges. Among NE's priorities will be to get familiar with fundraising, marketing, project management and other key areas of the company. The NE will be also involved in everyday tasks connected with scheduling, administration support, budget/resources planning, reporting, management of human resources, and helping to promote them. NE will work together with the HE and her team to realize ongoing projects. NE will have access to tools and have a chance to work with certain methodologies, and also NE will learn non-formal training/facilitating methods and good practices from HE. All activities will be summarized and discussed with HE during mentoring sessions. The exchange will enable to provide communication in Spanish/English on a daily basis. The NE will be engaging in the project daily during the week and it will be working according to the typical working time in hosting company.

Proposed plan of activities:

Month 1: First weeks will be dedicated to start making NE familiar with different areas of the HE's company and their working processes, currently run projects, and educational programs. – Get familiar with company structure, employees, projects documentation, company values and philosophy, company processes and market positioning – Get familiar with current projects and how HE designs and implements the projects Month 2: – Get to know more knowledge about business/fundraising/management and marketing of HE's company and their processes – Work on current projects with team – NE will be directly implied in the management of financial and human resources of HE projects in order to support the projects. – NE will help the HE with the campaigns and participate in the meetings with donors, partners, and stakeholders for a better understanding of the campaigns' context and to extend NE's network. HE will share network with NE with aim to develop future collaborations. Month 3: – Get familiar with other key areas of company and working processes in those areas – Work on current projects with team – Help HE with monitoring and evaluating of international cooperation – Bring innovative ideas on how the projects can achieve goals and learn how to manage the projects' changes Month 4: – Work on current projects with team - Review on NE's gained experiences/competencies necessary to found and run a similar future start-up of NE's team in Slovakia – Bring innovative ideas and learn how to manage projects' changes – Summarize the period of the exchange and reflect to each other which are effective, successful and good working points of the company, and which should be changed – Plan a continuation of cooperation working on international projects – Final evaluation of projects achievements, in the last days debriefing and evaluation of the collaboration between NE and HE

Expected outcome:

NE: - Learn how to mobilize resources in the form of financial, materials and human resources to support HE projects and programs and in the future to be able to do the same thing in her own business; - Improve project management skills and competencies, specifically, learn how to work with European projects - Gain crucial entrepreneurial, fundraising, marketing, and project management experiences and skills - Acquire capability of organizing campaigns, dealing with partners and donors and how to achieve financial sustainability of one organization; - Obtain cultural and social awareness, very important skills for a future entrepreneur; - Work in an academic and professional intercultural team; - Extend professional and potential business network; - Improve language skills HE: - Learn from dialogue with a younger generation entrepreneur/educator by exchanging ideas and working methodologies; - Widen portfolio of activities/courses in the area of SDGs education; - Formulate and present cooperation projects using the techniques of project management and non-formal education; - Develop a network of partners in a complementary business area; - Improve European network through collaboration Benefits The benefits for NE consist of working with an experienced entrepreneur and developing/improving necessary skills for setting up a new business. NE will learn how to manage resources, organize daily work, deal with donors and stakeholders, and manage international cooperation projects. Moreover, by interacting with professionals from different fields NE will extend her professional network and possible future business partners. Benefits for HE consists in exchanging ideas and working methods with an enthusiastic young entrepreneur with experience in project management and educational background related to SDGs. Also, the possibility to extend the European network and gain cultural awareness about another country.

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 Jana Blahová

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

Signature of the NE

Ms Jana Blahová (Signed)

Date:

15/05/2019

THE NE's INTERMEDIARY ORGANISATION:

Slovak Business Agency

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

Coordinator's signature

Mr. Martin Menkyna (Signed)

Date:

15/05/2019

THE HOST ENTREPRENEUR:

Mr Edgar Granell Miguel

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

Signature of the HE

Mr Edgar Granell Miguel (Signed)

Date:

15/05/2019

THE HE's INTERMEDIARY ORGANISATION:

Fundación Equipo Humano

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

Coordinator's signature

Mr José Enrique García Llop (Signed)

Date:

20/05/2019