



Erasmus for Young Entrepreneurs

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

Agreement for financial support number: RLT202162

The New Entrepreneur's Intermediary Organisation

Name:	Slovak Business Agency
Registered office:	Karadžičova 7773/2, 811 09 Bratislava – Staré Mesto, 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.; skrátенý 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:	Eva Linhardová
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 Robert Zeise, 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 **RLT202162**

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 02. 09. 2019 to 31. 01. 2020. The stay has a total duration of 5 (five) months.
- 2.3. The stay abroad will take place in city Berlin, country 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 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 7773/2, 811 09 Bratislava – Staré Mesto, Slovak republic
Tel.: +421220363273
Email: menkyna@sbagency.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): Eva Linhardová
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 Bratislava,

Slovak republic,

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

Signature of NE
Eva Linhardová

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 RLT202162**

I. DETAILS ABOUT THE NEW ENTREPRENEUR

Name of the participant: Ms Eva Linhardová

Contact details:

Company address:

Email:

Tel:

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

Slovak Business Agency [Slovakia]

Contact details:

Address: Karadžičova 7773/2, 811 09 Bratislava – Staré Mesto, Slovak republic

Coordinator: Mr. Martin Menkyna

Contact person: Mr. Martin Menkyna

Email: menkyna@sagency.sk

Tel.: +421 220 363 273

II. DETAILS ABOUT THE HOST ENTREPRENEUR

Host entrepreneur: Mr Robert Zeise

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

Name of the enterprise: Bartmann Berlin

Total employees: 15

Contact details:

Address:

Email:

Tel.:

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

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

Contact details:

Address: Willi-Bleicher-Str. 19, Stuttgart, Germany

Coordinator: Ms Bettina Klammt

Contact person: Ms Annika Gold

Email: annika.gold@bw-i.de

Tel.: +49 7112278741

III. SUMMARY OF THE PROPOSED STAY ABROAD

Months of stay abroad: 5

Planned start date of the stay: 02 September 2019

Planned end date of the stay: 31 January 2020

Objectives of the stay:

One of the common goals is to share practical experience with working methods, tools and processes used in an established interior design studio, in other words an experience with entire manufacturing process cycle from design to sale of design products. This makes this specific relationship unique. Other goals would be to exchange innovative design ideas and knowledge about particularities of two different markets. Objective for NE is also to work in a design development team, master work tools and methodologies to be able to develop her own design related projects within next year, learn how to develop network of customers and suppliers, market products, become more experienced in business development and company management, improve her entrepreneurial skills in general and expand the range of her business services in near future. Objective for HE is to share knowledge about furniture production, best working methods and technical solutions while benefiting from NE's qualified, independent and innovative work support on ongoing studio projects in each phase of production process.

Description of the work/learning project:

NE will collaborate with HE on ongoing studio projects to gain experience with all phases of design and production process. NE will support HE in a range of activities including concept development, design of individual products (including furniture design, kitchens and exhibition stands), preparation of models in 3D modelling softwares, construction of models and prototypes, creation of drafts and technical files for new and existing items, communication with suppliers, suitable marketing strategies and other related activities. By working in HE's studio workshop NE will acquire necessary manual skills to be able to develop design projects from the idea to the final realisation and also deepen the knowledge in material research and development of sustainable design products. NE will be shadowing and mentored by HE in business development and company management areas. NE will also give HE insights into her home market and evaluate opportunities for HE doing business in Slovakia. NE will be working in the design development department as well as studio workshop depending on the project. NE will be engaged in the studio projects daily during the week days, up to 8 hours a day during the working hours of the host studio (9 am- 6 pm).

Proposed plan of activities:

Month 1: Introduction to host company, team, design department, company's processes, daily routine and responsibilities, used internal softwares and design programs, daily agenda of workroom and used tools. NE gives HE insights in to Slovakia furniture design market. HE and NE communicating on daily basis about projects and working methods. Month 2: NE getting familiar with project documentation and working methods, starting to participate on larger projects and lead studio's small independent design projects, designing and preparing technical drawings of furniture parts. NE also overlooking production processes, communicating with suppliers and craftsmen, and

doing everyday tasks connected to material research and suitable technical solutions. HE and NE in internal team meetings with weekly validation. Month 3: NE working on projects independently and possibly developing new products. NE communicating with suppliers and contractors and observing company processes and daily routines of the studio. HE enables NE shadowing his company management and business development practises. HE and NE having weekly validating sessions, discussing processes, best methods and solutions used for production and realisation. Month 4: NE working on projects with weekly validating sessions with managers. Independent work in workroom and prototyping. HE and NE in close cooperation during design ideas process and implementation phase. NE evaluates opportunities for HE doing business in Slovak furniture design market. Month 5: NE getting familiar with safety data sheets, estimating of production, packaging and shipping costs. HE and NE having closer focus on marketing of products and efficiency of social media marketing. HE and NE analysing the outcomes of the exchange.

Expected outcome:

The expected outcome of the exchange for NE is to become a more experienced designer and a more effective entrepreneur. By being an active part of the studio and the team of professional designers, NE will become more experienced in all phases of the furniture production from developing the concept to realisation of products. Participating on larger design related projects and leading small projects plus mastering work tools and methodologies will help her to gain very valuable experience in project management and she will be able to develop more of her own projects within next year as her core business. This unique opportunity to gain experience in business development, sales, company management, marketing, networking and administration will help her to run her own company much more efficiently, expand the range of her business services and become more successful in near future. By working in the HE's studio workroom NE will also improve her manual skills needed for developing her own projects in the future and acquire knowledge in material research and sustainable design production. The main outcome of this collaboration for the HE is to gain fresh and innovative insights from NE's contribution as well as NE's qualified and independent design work on HE's ongoing design projects. At the same time HE will also get from NE insights into Slovak market and evaluation of opportunities doing business in furniture design market in Slovakia. Sharing of new design ideas, innovative business ideas and useful information about different markets can lead both HE and NE to make innovations and improvements in their own businesses. Both NE and HE will also benefit from this exchange by broadening the network of partners and possible future collaborators.

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 Eva Linhardová

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

Signature of the NE

Ms Eva Linhardová (Signed)

Date:

15/08/2019

THE NE's INTERMEDIARY ORGANISATION:

Slovak Business Agency [Slovakia]

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

Coordinator's signature

Mr. Martin Menkyna (Signed)

Date:

15/08/2019

THE HOST ENTREPRENEUR:

Mr Robert Zeise

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

Signature of the HE

Mr Robert Zeise (Signed)

Date:

15/08/2019

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

Ms Bettina Klammt (Signed)

Date:

15/08/2019