



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: RLT200485

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.; 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:	Martin Zvolenský
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 Ms Dolo Moscardó, 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 **RLT200485**

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 16. 09. 2019 to 17. 01. 2020. The stay has a total duration of 4.09 (four point zero nine) months.
- 2.3. The stay abroad will take place in city Ontinyent, 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 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): Mr Martin Zvolenský
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
Martin Zvolenský

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 RLT200485**

I. DETAILS ABOUT THE NEW ENTREPRENEUR

Name of the participant: Mr Martin Zvolenský

Contact details:

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: Ms Dolo Moscardó

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

Name of the enterprise: El Tratado de Maripaz

Total employees: 2

Contact details:

Address:

Email:

Tel.:

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

Asociacion de Empresarios Textiles de la Comunidad Valenciana [Spain]

Contact details:

Address: C/Els Telers 20, 46870 Ontinyent, Spain

Coordinator: Mr Felipe Carrasco

Contact person: Ms Julia Vercher

Email: julia@ateval.com

Tel.: +34 96 291 30 30

III. SUMMARY OF THE PROPOSED STAY ABROAD

Months of stay abroad: 4.09

Planned start date of the stay: 16 September 2019

Planned end date of the stay: 17 January 2020

Objectives of the stay:

The main objective for NE and HE is learning entrepreneurship in practice, exchanging their business experience, innovative approaches and best practices, and helping each other in successful running of their companies. The NE will learn more about running a business, and how from a business-plan stage he can develop his own business with a few employees. The NE will also learn more about advertising and processes in marketing. Both partners will learn about Slovak and Spanish markets, how clients in their countries in their business segment think, how to acquire new customers and how to find new business opportunities. During the exchange period the NE will help in the design department, having opportunity to participate in all phases of creative process, learn more about importance of sharing ideas about design in advertising and realize quality designs himself. NE will share with the team his methods in designing, how he processes assignments and approaches tasks. The HE will show how to assign tasks to employees, and how to communicate and work with freelancers. Both NE and HE will also learn how to collaborate within an international team. Another objective for the NE is expand his knowledge of working processes within other departments so he can experience how a full-service advertising agency with long-time experience works and how to manage it.

Description of the work/learning project:

During the exchange period, the main work will be focusing on design entrepreneurship. The NE will get more information about marketing strategies in advertising agencies. Also, part of NE's work will be his activity in the design department: he will help the department by working with two main-programs: Illustrator and Photoshop. An important part of his exchange will be also the period when he will see and understand the full process of creating: from strategy to creative design and printing. While working with the HE, the NE will also be an active part of the whole team and he will also learn about company's culture and atmosphere, and how employees are motivated to work as a team. Working side to side with the employees will help the NE to get an inside view of the enterprise, stimulating his learning process about entrepreneurship. Towards the end of the project the partners will analyse the results of design and advertising activities the NE participated on and try to improve them.

Proposed plan of activities:

Week 1-2: Both entrepreneurs will get to know each other and exchange knowledge about design entrepreneurship. The NE will get to know more about what it is like to run a business in Spain and he will explain more about his own business experience in Slovakia to the HE. Also, the NE will learn more about advertising. The NE will show his own methods in design, how he gets new inspirations and how to improve in design. After the first week of the exchange, the NE will start the process of understanding the full process of advertising. So, in the Week 2 he will learn about marketing strategy and marketing processes. Week 3: Set cooperation to bring maximum for both sides. Week

4-5: Importance of networking in the marketing process. Week 6-7: Importance of SEO & SEM strategy website in the marketing process. Week 8-12: the NE will become an active member of the creative process. In this period the NE will learn more about the design process and programming websites. He will realize a number of designs himself. He will also help with preparation of a photography session and he will attend this photography-session event. Week 13-14: Printing and preparation to work print. NE continues realizing designs. Week 15-16: Importance of Social networking in advertising agency. NE continues realizing designs. Analysing results of design and advertising activities the NE participated. Analysing the outcomes of the whole exchange.

Expected outcome:

NE: NE's learning objectives will be achieved by gaining practical experience how to run a successful business with a few departments and employees, gaining experience in management and working processes of a company of such size and focus, and by improving his knowledge of advertising and marketing activities. Thanks to this unique experience the NE improves his business processes and outputs, and progresses in his own business. HE: Quality design work in the ideation, conceptual and detailing phase as well as the realization of a number of designs. Besides the short-term goals, HE hopes to develop a business relationship with a long-term partner, who is able to help HE with design of new projects. Both: Exchanged business experience, innovations and best practices in advertising, design, management, and many areas. Exchanged practical knowledge of Slovak and Spanish markets, customer acquirement and new business opportunities. Building a potential future international cooperation between the HE and the NE.

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:

Mr Martin Zvolenský

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

Signature of the NE
Mr Martin Zvolenský (Signed)

Date:
15/07/2019

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:
15/07/2019

THE HOST ENTREPRENEUR:

Ms Dolo Moscardó

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

Signature of the HE
Ms Dolo Moscardó (Signed)

Date:
16/07/2019

THE HE's INTERMEDIARY ORGANISATION:

Asociacion de Empresarios Textiles de la Comunidad Valenciana [Spain]

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

Coordinator's signature
Mr Felipe Carrasco (Signed)

Date:
17/07/2019