



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: RLT203415

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: **Lucia Jakúbková**
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 Marc von Samson, 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 **RLT203415**

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 10. 10. 2019 to 31. 12. 2019. The stay has a total duration of 2.7 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@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): Lucia Jakúbková
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
Lucia Jakúbková

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

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.

- 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 RLT203415**

I. DETAILS ABOUT THE NEW ENTREPRENEUR

Name of the participant: Ms Lucia Jakúbková

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 Marc von Samson

Sector of activity: Food, beverages and related products

Name of the enterprise: Insnack GmbH

Total employees: 0

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: 2.7

Planned start date of the stay: 10 October 2019

Planned end date of the stay: 31 December 2019

Objectives of the stay:

Common goals: The common goal of this exchange is a mutual support of two snack production segment entrepreneurs in business development, marketing and branding based on their expertise in these areas. **NE:** The goal for NE is to gain first-hand experience with early stages of start-up development, marketing and business strategy, business development, customer acquisition, distribution of products and other aspects of launching and running a successful business in this segment by collaboration with an experienced **HE** in an emerging new food industry of insect-based food. **HE:** The goal of HE is to improve visual and verbal identity of HE's business to overcome cultural barriers against insect-based food on the western market and create an appealing emotional brand message and underline the rational benefits of the product in the brand communication of his company. NE can share her experience of long-term brand building in the food segment from the position of a brand manager in a branding agency. NE can help HE to prepare his brand for global competitors and retail sale, aby helping to shape HE's brand communication strategy.

Description of the work/learning project:

The collaboration during this project will be based around sharing of experience and know-how in business development, marketing and branding between two entrepreneurs in snack production business. NE will study and discuss the HE's marketing and business strategy of acquiring new clients and building the distribution network for the HE's products. The NE will take part in the B2B marketing activities, including the follow-up activities after the global food event Anuga Food Fair (AFF) in October. The NE will share know-how to help promote the products and build brand awareness of product on the low saturated market of insect-based food, but highly saturated market of snack bars in general. The HE will share with NE his experience with early stages of a company, business strategy of market penetration and business development. The HE will also advise NE on food legislative, restrictions, the distribution of products and preparation of price calculations for various B2B customers. HE will gradually involve NE in business activities such as negotiations with suppliers, distributors and investors. During the exchange, HE and NE will continuously discuss business processes and business management in HE's company.

Proposed plan of activities:

Month 1: NE: NE studies business processes, shadows HE during sales and acquiring of new collaborations, helps to establish relations with potential leads after AFF. NE gets familiar with the company and based on mutual discussion creates a draft of a brand communication strategy. HE: HE organizes an induction training for NE on exchange goals, business processes, internal work procedures and team. HE gets NE oriented in snack production in Germany and EU in general and they discuss opportunities and threats in food production industry learned from AFF. HE and NE discuss application of NE's knowledge on HE's business and vice versa. **Month 2:** NE: NE conducts brand audit of visual assets of HE's brand, its social presence, website, style of photography and press

presence. NE creates for HE draft positioning of the brand, marketing claims, and introduction to basic brand guidelines needed to be followed when evaluating the company's visuals and communication. HE: HE advises NE on food legislative, restrictions, distribution of products and price calculations for B2B customers. HE mentors NE when creating a plan of implementation of these rules on NE's production and creating an initial sales plan. Month 3: NE: NE proposes achievable corrective steps for more effective branding with approximative cost calculation, and prepare brand book for partners for their more profound understanding of brand. HE: HE involves NE in relevant business activities e.g. negotiations with suppliers, distributors and investors. HE and NE discuss outcomes of collaboration, completed work, tasks that can be further developed and potential future cooperation advantageous for both entrepreneurs.

Expected outcome:

NE: NE will gain practical experience of building a new brand of snack made of insects protein in a new food category alongside an experienced entrepreneur. The NE will acquire practical experience in all key aspects of running a company in a snack production segment and functional knowledge of the food industry value chain. The uniqueness of this experience comes from the character of the product itself (a snack made of insect protein) and overcoming cultural barriers on the western market. However, the experience will be applicable to any new snack product. The positive outcome is the exchanged knowledge, unique know-how and learning best practices through the respective activities mentioned above. HE: HE had the chance to see in practice the new techniques and methodologies that have been used by NE to develop brand guidelines, build brand awareness of products and promote the sale of products of HE's business. HE will have attractive and functional brand guidelines for further visual development of HE's product portfolio and brand communication. HE expects to facilitate internal processes in the marketing team and save investment in a brand consultant in the near future. The outcome is the exchanged knowledge, new know-how and learning best practices in brand building through the respective activities mentioned above.

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 Jakúbková

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

Signature of the NE

Ms Lucia Jakúbková (Signed)

Date:

03/10/2019

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:

03/10/2019

THE HOST ENTREPRENEUR:

Mr Marc von Samson

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

Signature of the HE

Mr Marc von Samson (Signed)

Date:

03/10/2019

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:

04/10/2019