

Mentoring Agreement

<DELIVERY PARTNER NAME> in association with The Mentoring Foundation of New Zealand

Our Mentoring Agreement is at the heart of creating safe mentoring experiences that have a positive impact on Mentor and Mentee. Please take time to familiarise yourself with it before signing and returning it to your Programme Coordinator.

For the purposes of this agreement the Delivery Partner is <enter name and address>.

1. Programme commitment

By participating in this programme you agree:

- a. To attend an Orientation Session prior to commencing mentoring meetings. If you are unable to attend the scheduled Orientation Session for your programme cohort, your Programme Coordinator will arrange to go through the session content with you at an alternative time.
- b. To meet on a monthly basis over a six-month period, with meetings lasting 1-2 hours.
- c. To report progress to your Programme Coordinator and participate in our evaluation processes.
- d. To take all practicable steps to ensure the safety of others with respect to any hazards that may exist or arise in your place of work.
- e. That you have no obligations or liabilities to the Mentoring Foundation, the Delivery Partners and the mentor/mentee except those outlined in this agreement.
- f. That, where applicable, you may be required (if you are a mentee) to pay a fee for participation in this programme. The value of such a fee will be advised at the application stage. The fee is non-refundable and is to be paid within one month of the date of the invoice.

2. Nature of mentoring services

You understand that:

- a. Mentors act in a voluntary capacity to support the development of leaders in the community sector. Any assistance or support provided by a mentor in relation to this programme, whether verbally or in writing, is given in good faith and not in the course of business.
- b. Mentoring is not a substitute for professional advice. In no way shall any assistance or support given by a mentor under the umbrella of the mentoring relationship be taken as professional advice of any kind.
- c. The Mentoring Foundation and its Delivery Partners make no claim as to the level of expertise held by a mentor.
- d. To the fullest extent permitted by law, neither the Mentoring Foundation nor the Delivery Partners:
 - a. are liable for any loss of any kind howsoever suffered by the mentor, the mentee, any associated organisation or any other person, in connection with this agreement.
 - b. have any obligations or liabilities to the mentor, the mentee, any associated organisation or any other person arising directly or indirectly out of or in connection with this agreement or the mentoring services, whether in tort, contract or otherwise.
- e. Mentors are not authorised to act as an agent of the Mentoring Foundation or its Delivery Partners.

3. Confidentiality of the mentoring relationship

You agree that any sensitive issues that are discussed between the mentor and the mentee and any other information shared between you should always be held in confidence both during and beyond the agreed mentoring period. Unless agreed otherwise, you agree that all information discussed during mentoring sessions should be considered confidential. You agree to adhere to the terms of the attached Confidentiality Policy.

- b. The Delivery Partner agrees to keep confidential all information which it receives about the mentor and mentee and take all reasonable steps to ensure such confidential information is not disclosed without the prior written consent of the other party in accordance with the attached Privacy Policy and Confidentiality Policy.

6. Exiting the mentoring relationship

- a. The Mentoring Foundation operate a 'no-blame' exit meaning that either party is free to leave the mentoring relationship at any time. Notification in writing is required to terminate your involvement in a programme.
- b. You may be removed from the programme by the Delivery Partner or the Mentoring Foundation at their absolute discretion.
- c. If required, due to the removal of one party from the programme, the Delivery Partner or Mentoring Foundation may reassign you. Your approval will be sought prior to a reassignment occurring.

7. Conflicts of interest

- a. From time to time a conflict of interest may arise for a mentor or mentee. During the mentoring relationship you must declare any conflict of interest at the earliest opportunity. The mentor and mentee should discuss together how best to proceed and where necessary to liaise with your Programme Coordinator.

9. Intellectual Property

- a. The copyright, trademark and/or any other applicable intellectual property rights in the mentoring programme's material (including websites and online material) (the "intellectual property") shall remain vested in The Mentoring Foundation (and where applicable its licensors) and shall only be used for purposes authorised by The Mentoring Foundation and at the sole discretion of The Mentoring Foundation. You are liable for any and all damage, loss, costs or claims that any unauthorised use of Intellectual Property causes to the products, brand or reputation of The Mentoring Foundation (and where applicable its licensors).

11. Questions, concerns, complaints

Any decisions that the Delivery Partner or Mentoring Foundation makes in relation to this Mentoring Agreement are final.

By signing below, I confirm that I have read, understood and agree to the terms of this Mentoring Agreement, the Privacy Policy and the Confidentiality Policy.

DATED this [] day of [] 20 []

SIGNED by the [Mentor][Mentee]:

SIGNED for and on behalf of Delivery Partner by:

Signature

Signature

(Print name in full)

(Print name in full)