



SUPPORTING
WOMEN ENTREPRENEURS
IN BC

Mentor Agreements

A. Confidentiality & Indemnity

B. Conflict of Interest

C. Privacy Oath

Content Updated March 2018





SUPPORTING
WOMEN ENTREPRENEURS
IN BC

A. Confidentiality & Indemnity Agreements

BETWEEN: **WeBC**

AND:

The "Mentor"

1. The Mentor will not, under any circumstance, without the prior written consent of WeBC, disclose to any person, either directly or indirectly, any confidential information concerning the business or affairs of the Society which the Mentor acquired in the course of or incidental to her volunteering with WeBC or otherwise, whether for her own benefit or to the detriment or intended or probable detriment of WeBC.
2. The parties acknowledge that Confidential Information includes, without limitation, the following:
 - (a) any information concerning customers and/or mentees of WeBC, including their identity, information about the relationship between them and WeBC and their financial or business affairs;
 - (b) WeBC's techniques, procedures, methods, systems and format including its operations manual, other manuals and computer programs, or any information relating to its personnel.
 - (c) The Information provided to the Mentor shall include, but not necessarily be limited to:
 - i. Mentor program application form
 - ii. Mentor training handbook
 - iii. Mentor and Mentee Handbooks
 - iv. Mentor program supporting resources, documents, and forms



3. All Confidential Information shall remain the property of WeBC and shall be returned to WeBC or destroyed upon request of WeBC. Nothing in this agreement shall be construed as granting to or conferring upon The Interested Party any rights by license or otherwise to The Information
4. The Mentor will not use any portion of the Confidential Information in any manner or for any purpose other than as is necessary and/or appropriate in connection with the Permitted Purpose.
5. The parties acknowledge that:
 - a) all of the foregoing matters are deemed to be confidential material and gravely affect the successful conduct of the business; and
 - b) any breach of the terms outlined above will be considered to be a material breach of any and all contractual arrangements.
6. The Contractor agrees to indemnify and save harmless WeBC from and against all claims, demands, loss, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted in any manner based upon, occasioned by or attributable to the services of the volunteer and from and against all legal expenses and costs incurred by WeBC in defending any legal action occurring as a result of the volunteers actions.

B. Conflict of Interest Guidelines

WeBC has designed three simple safeguards that are intended to assist the organization and volunteers to prevent and avoid conflicts of interest.

First, this document establishes WeBC's conflict of interest guidelines.

Second, WeBC has established disclosure of perceived or actual conflicts of interest as a normal practice.

Third, perhaps even more than written policies, WeBC establishes by example and attitude, an atmosphere of personal integrity and responsibility.

These conflict of interest guidelines are the standards of conduct expected and are intended to ensure that no circumstances arise that may damage the reputation or undermine the public confidence in the integrity of WeBC.

The standard of behavior at WeBC is that volunteers scrupulously avoid conflicts of interest between the interests of the WeBC and our Mentees, on one hand, and personal, professional, and business interests on the other. This includes avoiding potential and actual conflicts of interest, as well as perceptions of conflicts of interest.



All volunteers must respect the confidentiality appropriate to issues of a sensitive nature and not discuss WeBC clients, staff, policies, issues or concerns with anyone outside the organization.

Conflicts of Interest

Conflicts of interest include situations:

- Where a person's private affairs or financial interests are in conflict with their responsibilities to WeBC, or result in a public perception that such a conflict exists;
- Which could impair a person's ability to act in the interests WeBC; or,
- Where a person's actions compromise or undermine the trust which funding organizations, customers or the public place in WeBC.

The honesty and impartiality of all volunteers in carrying out the functions of WeBC must be above suspicion. WeBC volunteers have a responsibility to conduct themselves in a way that does not compromise the ability of WeBC to accomplish its mandate or undermine the confidence that funding organizations, customers or the public have in a person's ability to discharge their responsibilities properly.

Procedure When a Conflict of Interest Arises

These Guidelines cannot cover all possible situations. It is the responsibility of all persons who are volunteers of WeBC to immediately declare the existence of any potential conflict of interest. It is WeBC's duty to decide whether the individual may participate in any discussions on the issue that has given rise to the potential conflict.

Such persons must withdraw from participating in any way in decisions in which they have a personal interest, other than an interest shared in common with members of the general public. In particular, when a mentor of WeBC becomes aware of a potential conflict of interest then, unless otherwise directed in writing by WeBC, such person must:

- Disclose the fact of the potential conflict to the Mentoring Coordinator;
- Not participate in any discussion on the matter which gives rise to the potential conflict of interest;

C. Personal Information Protection Act (PIPA) Oath

I, _____, of the Province of British Columbia, MAKE OATH AND SAY AS FOLLOWS:

THAT, as a Volunteer Mentor of WeBC, I acknowledge and understand that I may have access to personal information, as defined in the *Personal Information Protection Act* ("PIPA"), about clients of WeBC - the collection, use, disclosure, retention and protection of which is governed by PIPA and other applicable laws.

I further acknowledge that WeBC has implemented a Privacy Policy in compliance with PIPA and has established written policies and procedures for the protection of personal information, including policies and procedures respecting collection, use, disclosure, security, retention and destruction of personal information.

I HAVE READ, UNDERSTAND, AND AGREE TO THE CONTENTS OF THIS AGREEMENT.

Dated at _____, British Columbia this _____ day of _____, _____
(City) (Date) (Month) (Year)

Name – *please print*

Signature

