

Annex 4 Mentoring Contract - template

MENTORING CONTRACT ("the Contract")

Concluded on dd.mm.yyyy in by and between:
.....(name of the organization)..... with its registered office in/address/..... ,
registered in under the number, VAT number,
represented by:
(hereinafter referred to as "Organizer")

and

...../name of the mentor/having permanent address in, holding ID
card no....., IDN
(hereinafter referred to as the "Mentor"),
Hereinafter referred to collectively as "the Parties"

WHEREAS:

- A. The Programme includes personalised mentoring to participants of the Programme (the "Mentoring") provided by the Mentor;
- B. The aim of the Parties is to keep confidential information obtained by the Mentor in connection with the provision of Mentoring,

The Parties agree as follows:

- I. **Subject matter of the Contract**
 - 1. The Parties agreed that within the duration of the Contract will be provided mentoring, consulting and training service to a third for this Contract party.
 - 2. The technical and financial parameters of the contract are defined in Appendix 1 to this contract.
 - 3. Due to providing of the Mentoring, that covers online and/or offline consultations, feedback and review of business idea and model as well as participation in group sessions and networking events, including advice on how to pitch business idea, produce, sell or distribute a **product**, the Mentor undertakes to maintain the confidentiality of information clearly identified by participant of the Programme as confidential.
 - 4. The Parties agree that confidential information may mean any information or material which has or may have commercial or other use. Confidential information may also mean information, the unauthorised disclosure of which may adversely affect the interests of the participant of the Programme, and such information has not been specified by the participant of the Programme as information suitable for dissemination.
 - 5. Confidential information will not be constituted by information publicly available at the time of disclosure.

6. The Mentor undertakes not to disclose to third parties in any way any confidential information obtained from the participant of the Programme within 5 years after the Programme completion.
7. The Mentor may use confidential information only for the purpose of proper implementation of cooperation undertaken on the basis of the Contract.
8. The Mentor shall not use any solution presented during the Programme (or its part) in its own economic activities (including advising to other entities).
9. The Mentor shall not disclose or make use of, apart of the execution of the Contract, any information constituting a business value, obtained in connection with the implementation of the Contract.
10. The Mentor is obliged to inform the Organizer immediately if he/she sees any basis for a conflict of interest with any participant of the Programme.

II. Duration of the Contract:

1. The term of execution of the Contract is from to

III. Payments

1. The remuneration that the Expert receives from the Organizer is determined depending on the volume of work performed, as indicated in Appendix 1.
2. The total amount of remuneration is gross and is set at a maximum amount of up to (.....) EUR, excl. VAT.

The remuneration is paid no later than 10 days after submission of reports on work performed and acceptance - transfer protocol according to the model and documents proving the work performed, but no later than

3. The remuneration will be paid by bank transfer, to the bank account indicated by the Expert:

Name of the Bank:

Address of the Bank:

IBAN:

SWIFT code:

Name and address of the owner:

III. Obligations of the Parties

1. The Organizer is obliged to provide the necessary conditions for carrying out the work according to the clauses of this contract.
2. The Mentor is obliged to perform work according to the clauses of this contract and in full compliance with the legal regulations.

IV. Contact details

1. The Parties undertake to inform each other about changes in contact, contact and address data, and other significant changes that may affect the proper performance of the Contract.

2. Communication between the Parties shall take place by email or telephone, in the case of documentation - by post or courier upon acknowledgement of receipt.
3. The contact details shall be as follows:

For the Organizer:

name, e-mail:, cell. phone: +

For the Mentor:

name, e-mail:; cell. phone: +.....

IV. Final provisions

1. The Contract shall not be considered modified, altered, changed or amended in any respect unless in writing by an authorised representatives of both Parties hereto.
2. The provisions of the law regulations relevant at the Organizer's registered seat shall apply to the Contract. Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination, shall be settled finally and binding under exclusion of the ordinary jurisdiction by the court operating at the Organizer's registered seat. The language to be used in the proceeding shall be the court's official language.

After reading and interpreting this Contract, the Parties hereby sign this Contract as it is fully in accordance with their contractual intent.

Signed on behalf of the Organizer:

Name:

Signature:

Signed by the Mentor:

Name:

Signature (and stamp, if applicable):