



MENTORING AGREEMENT

This Agreement is between the following parties, and is entered on the dates indicated next to their signatures at the end of the Agreement.

Parties:

- (1) Connect London Ltd – a not for profit company of 7 The Coles Shop, Merton Abbey Mills, London SW19 (“CLL”)
- (2) XYZ Limited, whose registered number is [] and whose registered office is at [] (“Client”) and
- (3) the mentor(s) who have signed this Agreement (“Mentors”)

This Agreement will come into force as between CLL and the Client on the date it is entered by them. This Agreement will only take effect in relation to a Mentor (if any) with effect from the date that such a Mentor becomes a party to this Agreement by signature.

Background

- (1) CLL has a network of volunteer mentors, which Client would like to gain access to for the purpose of the development of its business.
- (2) CLL and the Client are entering this Agreement in the first instance to cover the period before a Mentor is appointed to work with the Client.
- (3) Once a Mentor is appointed to work with the Client, the Mentor will become a party to this Agreement.

1 Appointment

- 1.1 Once this Agreement is entered between CLL and the Client, those parties will work together to discuss a suitable Mentor for the Client’s business. Once such a Mentor has been identified, a meeting will be arranged.
- 1.2 If the Mentor agrees to work with the Client, the Mentor must sign this Agreement, thereby becoming a party to it. More than one Mentor may be a party to this Agreement.
- 1.3 If a Mentor cannot be agreed upon, this Agreement will terminate without liability to either party.

2 Extent of Service

- 2.1 The extent of the mentoring support will vary on a one by one basis.

General Guidelines for mentoring support are shown in a document on the website www.connectlondon.org shown as:

Frequently Asked Questions (FAQ.s) in Resources

- 2.2 As part of the relationship, all the parties will be expected to have a review meeting with the nominated Connect Manager – per paragraph 8.4 once every two months, prior to which the Mentor will be required to submit a written report to CLL on all relevant activities.

3 Liability

- 3.1 The Client acknowledges that the contributions of both CLL and the Mentor are provided free of charge. Accordingly, while those contributions will be made with all reasonable care:
- 3.1.1 Neither CLL nor the Mentor will be liable for any loss, damage or liability suffered by the Client as a result of the relationship between them, save to the extent that such liability cannot be excluded as a matter of applicable law;
- 3.1.2 Without limiting that, CLL will not be liable for any acts or omissions of the Mentor, and each Mentor will not be liable for any acts or omissions of CLL or any other Mentor.
- 3.2 Clients are advised to obtain independent financial and/or business advice before acting on any advice given by CLL and/or mentors.

4 Limit of Involvement

- 4.1 Mentors are excluded from entering any type of personal agreement with the Client for the period of this Agreement unless agreed in writing by CLL and the Client.
At the end of the period of this Agreement there are no restrictions on the involvement of the Mentor/s with the Client.
- 4.2 In parallel with this agreement CLL and the Mentor are keen to engage in support contracts with the Client for both the equity support scheme – Knowledge Angel Network Equity Scheme (KANES) and funding consultancy to obtain funding for clients. Any such involvement shall be subject to separate written agreement.

5 Period of the Agreement

- 5.1 Unless otherwise confirmed in writing by all three parties this Agreement shall terminate in 6 months after signature by the first Mentor to become a party to it.
- 5.2 Any party may terminate this Agreement before expiry of that period by written notice to the others if one of the others commits a material breach of this Agreement or becomes bankrupt, insolvent, subject to a winding up petition, administration or receivership proceedings or enters an arrangement with its creditors.

6 Intellectual Property

- 6.1 Each party retains intellectual property in all its pre-existing materials. The intellectual property rights in anything developed in the course of this Agreement in relation to the Client's business will be owned by the Client.

7 Confidentiality

- 7.1 For the purposes of this clause, "Confidential Information" means all information relating to a person's business, strategies, ideas, finances, customers, suppliers, opportunities and products. No party may disclose to any other person, nor use for any purpose other than performance of this Agreement, the other's Confidential Information.

- 7.2 Clause 7.1 shall not apply to the extent that information is demonstrably independently developed by the receiving party, received from a third party without any obligation of confidentiality, or required to be disclosed by law or competent authority.
- 7.3 The obligations in clause 7.1 will continue in force notwithstanding the expiry or termination of this Agreement for any reason.

8 General

- 8.1 This Agreement contains the entire agreement between the parties relating to its subject-matter. All other terms and representations, whether written or oral, express or implied, are excluded.
- 8.2 Any disputes under this Agreement shall be referred in the first instance to the Chairman of Connect London Ltd at 7 The Coles Shop, Merton Abbey Mills, London SW19 2RD. In the event that the dispute cannot be resolved in this way in a reasonable period, the parties submit to the exclusive jurisdiction of the English courts.
- 8.3 This Agreement is governed by English law.
- 8.4 The nominated Connect Manager for this agreement is:

Name

Email

Telephone

Contact should be made in case of problems with this Mentoring Agreement.

The Parties below sign this agreement to confirm that they accept the terms outlined above.

Authorised signatory for and on behalf of CLL:	Authorised signatory for and on behalf of Client:	Signed by the Mentor:
.....
Name:.....	Name:.....	Name: Address:
Date:.....	Date:.....	Date:.....

Signed by the Mentor:
.....
Name: Address:
Date:.....

Signed by the Mentor:

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Name:
Address:

Date:.....