

AGREEMENT FOR PROVISION OF MENTORING SERVICES

This agreement is made between the Local Enterprise Office Tipperary and
***NAME**
hereinafter referred to as the mentor.

Mentoring

The mentor will provide mentoring in accordance with the terms of this agreement for the clients selected by the Local Enterprise Office Tipperary hereinafter referred to as the Local Enterprise Office.

The proposal from the mentor, together with any clarification(s), agreement(s) or other documentation relating thereto at any time prior to the completion of the mentoring, including all costs agreed between the Local Enterprise Office and the mentor shall be an integral part of the agreement.

The mentor acknowledges that they will carry out the mentoring in accordance with this agreement in a manner acceptable to the Local Enterprise Office.

The mentor warrants that they are an independent contractor and agree that their role as a mentor does not render them as an employee, consultant or agent of Local Enterprise Office Tipperary and they will not hold themselves out as such to any party.

The Local Enterprise Office may, from time to time with the consent of the mentor, amend or vary the proposals, content or programme in writing. Such amendments and/or variations shall become part of this agreement and shall be binding on the parties thereto. However, this agreement shall not be deemed or construed to be modified, amended, rescinded or waived in whole or in part, except by written amendment by the parties hereto. For the avoidance of doubt, the term "written" shall include faxes, e-mails and similar electronic communications, but not information communicated verbally.

Access

The Mentor shall satisfactorily reply to any queries thereon submitted by the Local Enterprise Office, Enterprise Ireland, Department of Enterprise Trade and Employment, the Comptroller and Auditor General and, where appropriate, the European Commission and the European Court of Auditors, in a manner which is deemed to be satisfactory by any or all such bodies.

Visit Duration

Each consultation with the client is considered as being one mentor visit and the length of each visit will be specified in advance.

Reporting

The mentor shall provide the Local Enterprise Office with a typed report after each mentoring visit unless otherwise agreed. The template provided should be used where possible.

Continuing Professional Development

The mentor may be required to attend two mentor programme meetings per year and/or undertake continuing professional development as deemed necessary by Local Enterprise Office.

Payment Terms and Rates

The mentoring service is professionally delivered for which a payment at a maximum rate of €58 per hour will apply otherwise you will be paid a flat rate of €175 per half day. VAT may be applicable in certain circumstances.

The Local Enterprise Office will pay the mentor on receipt of an invoice and the submission of a satisfactory report and following client evaluation. Each assignment will be confirmed by an email and Purchase Order Number. Claims for assignments complete or time spent in advance of formal authorisation will be disallowed.

All mentors shall provide their tax registration number for verification purposes.

Professional Services Withholding Tax at the prevailing rate of 20% will apply.

Insolvency

The Mentor shall notify the Local Enterprise Office in writing immediately on the occurrence of any of the following events:

- The mentor being an individual, or where the mentor is a firm, any partner in the firm shall at any time be adjudged bankrupt;
- Where the mentor is a company, a winding up order is made or a resolution for voluntary winding up is passed with respect to it;
- A receiver or manager of its undertaking is duly appointed, or possessions are taken, by or on behalf of the holder of any debenture secured by a floating charge, of any property of the company comprised in or subject to the charge.

In the event of any of the events described above happening, the Local Enterprise Office is entitled to terminate this agreement summarily, and such termination shall not affect any right of action or remedy which shall have accrued or shall thereupon accrue to the Local Enterprise Office.

Freedom of Information/Confidentiality

The Local Enterprise Office undertakes to use its best endeavours to hold confidential any information provided by respondents, subject to its obligations under law, including the Freedom of Information Act 2014.

Respondents who wish that any of the information supplied in their mentoring application or other correspondence should not be disclosed should identify this sensitive information clearly and specify the reason for its sensitivity. The Local Enterprise Office will consult such respondents before making a decision on disclosure of the information concerned on foot of any relevant Freedom of Information request which may be received.

The Local Enterprise Office also requires that all information made available to the mentor in the course of this project be treated in strict confidence unless indicated otherwise in particular instances.

General Data Protection Regulations

In processing personal data that is provided to the mentor, they warrant and represent that they shall be, for so long as they process such data, fully compliant with the GDPR and any national implementing legislation ("Data Protection Law") and agree:

- To only process the personal data on documented instructions from the Local Enterprise Office, unless the mentor is required to do so by EU or Irish law. The mentor shall inform the Local Enterprise Office of that legal obligation before processing, unless that law prohibits such information on important grounds of public interest;
- Not to transfer the personal data to a recipient outside the EEA, without prior written consent from the Local Enterprise Office, unless the transfer is subject to the terms of a contract incorporating the standard contractual clauses in the form adopted by the European Commission; the recipient is in a country the subject of an adequacy decision by the European Commission; or the transfer is to the US to an entity that is a certified member of the EU-US Privacy Shield scheme.
- To impose a duty of confidentiality on any staff and subcontractors, where applicable, with access to the personal data.
- To implement technical and organisational security measures appropriate to the risks of processing the personal data, including pseudonymisation and encryption of personal data; the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident, and a process for regularly testing, assessing and evaluating the effectiveness of security measures.
- Not to engage another processor without prior specific or general written authorisation from the Local Enterprise Office. In the case of general written authorisation, the mentor shall inform the Local Enterprise Office of any intended changes concerning the additional or replacement of other processors, thereby giving the Local Enterprise Office the opportunity to object to such changes.
- To require any sub-processor engaged by the mentor to process the personal data on behalf of the Local Enterprise Office, to adhere to the same obligations that the mentor had undertaken in this Agreement, to ensure such processing meets the requirements of the Data Protection Law and the mentor will remain fully liable for any breach by a sub-processor of its obligations in relation to the processing of the personal data.
- Insofar as possible, and taking into account the nature of the processing, assist the Local Enterprise Office by appropriate technical and organisational measures to fulfil their obligation to respond to individuals' requests to exercise their rights to transparent information, access, rectification, erasure, restriction of processing, objection and portability under Data Protection Law.
- Taking into account the nature of the processing and the information available to the mentor, assist the Local Enterprise Office in ensuring compliance with obligations under Data Protection Law in regard to data security; data breach notification to the supervisory authority and to individuals; carrying out Data Protection Impact Assessments and related consultations with supervisory authorities.
- At the request of Local Enterprise Office, delete or return all the personal data to the Local Enterprise Office after the end of the provision of the mentor services, and delete existing copies unless EU or Member State law requires storage of that personal data.

- Make available to the Local Enterprise Office all information necessary to demonstrate compliance with the obligations laid down in Article 28 of the GDPR, and allow for and contribute to audits, including inspections, conducted by the Local Enterprise Office or another auditor mandated by the Local Enterprise Office.
- Immediately inform the Local Enterprise Office if, in the mentor's opinion, an instruction of the Local Enterprise Office infringes the GDPR or other EU or Irish data protection provisions.

Equal Opportunities

The mentor shall also ensure that neither they, nor any of their agents shall commit any act that would constitute direct or indirect discrimination against any person on the grounds of sex, marital status, race, colour, creed, nationality or ethnic origin, religious beliefs, family status, sexual orientation, membership of the Traveller community, disability or any other ground that would constitute discrimination.

The mentor shall agree to carry out any specific actions in relation to Equal Opportunities as may already form part of the mentoring proposal.

Mentor Appointments to Clients/Companies

The mentor **shall not** during the appointment as mentor, accept any appointment whether as director/consultant / agent or enter into any commercial arrangement whatsoever with a business while acting as a mentor to that company unless prior consent in writing has been obtained from the Head of Enterprise Tipperary.

This condition shall continue to bind for a period of 12 months after the submission date of the final mentoring report. In the event that the Local Enterprise Office consents, then such consent shall be conditional upon resignation as a mentor to that company with immediate effect.

Termination of Agreement

The Local Enterprise Office will have the right to terminate this agreement at any time without prejudice to its other rights and remedies. Such cancellation will take effect seven calendar days from issue of a letter of cancellation from the Local Enterprise Office. In the event of any cancellation no claim shall be made against the Local Enterprise Office in respect of any loss or damages arising there from. The situations where the Local Enterprise Office will invoke this clause will include, but are not confined to:

- the agreement not being complied with to the satisfaction of the Local Enterprise Office;
- the Local Enterprise Office being, prima facie, satisfied that complaints or expressions of dissatisfaction by clients might be justified;

In addition to the provisions cited above relating to summary termination on the grounds of insolvency, the Local Enterprise Office may also terminate this agreement summarily if any criminal, including fraudulent activity - be it alleged or proven - is brought to its attention. In such case, it shall not have any financial or other liability to the trainee, unless both parties subsequently agree otherwise.

The mentor must give one month of notice if they wish to terminate this agreement and waive their place on the panel unless otherwise agreed.

Waiver

The waiver by the Local Enterprise Office of any breach of any term of this agreement shall not prevent the subsequent enforcement of that term and this should not be deemed a waiver of a subsequent breach.

Repayment of remuneration by the Mentor

Termination of the agreement by the Local Enterprise Office shall result in the mentor repaying to the Local Enterprise Office any remuneration overpaid. If agreement is not possible between the Local Enterprise Office and the mentor as to the amount overpaid, it shall be fixed by an arbitrator or other third party appointed by agreement between the two parties or, in the absence of such agreement, by such party as the Department of Enterprise Trade and Employment may prescribe.

Client Satisfaction and Validation

All mentor assignments will be subject to client satisfaction and validation.

Additional conditions from June 2022

The Company represents and warrants that it is not directly or indirectly, by way of funding or shareholding, covered by the European Council decisions, (2014/386/CFSP) and (2014/512/CFSP), concerning restrictive measures in respect of actions undermining or threatening the territorial integrity, sovereignty and independence of Ukraine.

The Company represents and warrants that it is not directly or indirectly, by way of trading (exports and/or imports), funding, self-financing arrangements, ownership, control, shareholdings, investments, financing of, and financial interactions with, others, participation in projects, operations, provision of access to ports, or otherwise, in breach of the restrictions, measures or sanctions provided for under European Council Decisions and European Council Regulations, including, but not limited to, those adopted in 2014 and in 2022, each of which are concerning restrictive measures or sanctions in respect of or arising from actions undermining or threatening the territorial integrity, sovereignty and independence of Ukraine, including those which were adopted consequent upon Russia's actions destabilising the situation in Ukraine and the Russian invasion of Ukraine in February, 2022, and thereafter, or in response to the military conflict in Ukrainian territories in 2014 and subsequently, or in response to the illegal annexation of Crimea and Sevastopol by Russia, or in view of the situation in Belarus and the involvement of Belarus in the Russian aggression against Ukraine, or in response to the recognition by Russia of the non-government controlled areas of the Donetsk and Luhansk oblasts of Ukraine and the ordering of Russian armed forces into those areas.

Signed:

Date:

Print: