

**AGREEMENT TO SAFEGUARD PERSONAL INFORMATION
AND TO PROVIDE MENTORING SERVICES**

THIS AGREEMENT, Date:_____ between:

Community Futures East Interlake Inc.
Box 10, Riverton MB R0C 2R0
(CFEI)

-and-

Mentor:_____
Box 264, Riverton MB R0C 2R0
(the ``Recipient``)

WHEREAS:

The Recipient wishes to participate as a mentor in a mentorship program and, in that regard, CFEI intends to disclose personal information to the Recipient, and the parties wish to set out the terms and conditions of the Recipient`s involvement in the said program and of the disclosing of the said information.

THEREFORE, in return for the promises and mutual agreements contained in this Agreement and other good and valuable consideration (the receipt and sufficiency of which is acknowledged by each of the Parties), the Parties agree as follows:

1. DEFINITIONS

In this agreement, unless the context otherwise requires:

“Activity” means mentoring to CFEI client (_____) which mentoring will consist of up to 50 hours of mentoring; commencing _____ to _____;

“Agreement” means this Agreement to Safeguard Personal Information and to Provide Mentorship Services, including any documents signed by the Parties amending this Agreement;

“Personal Information” means any information about an identifiable individual provided by CFEI to the Recipient for the purposes of the Activity defined within this Agreement;

“Processing” means any manual or automated form of collection, use, transmission, disclosure, storage, reproduction, manipulation, modification, or access to the Personal Information defined within this Agreement;

“Mentoring” means provided advice or counsel as part of a business coaching relationship.

2. SAFEGAURDS TO BE APPLIED

The Recipient acknowledges and confirms that the Personal Information is being disclosed to the Recipient for the purposes of the Activity only. Accordingly, the Recipient agrees as follows:

- a. to use best efforts to protect the Personal Information against loss or theft, as well as unauthorized access, disclosure, copying, use or modification;
- b. to use the Personal Information for the purposes of the Activity only;
- c. not to use the Personal Information for his or her benefit or the benefit or third parties;
- d. not to disclose the Personal Information or the knowledge of its existence and use by his or her to any other third party;
- e. upon request of CFEI, to cease any and all use of the Personal Information and to return the Personal Information to CFEI and all copies thereof and/or to destroy the Personal Information and all copies thereof in manner agreed to by CFEI;
- f. not to disclose the Personal Information to any person other than an employee of the Recipient, and then only as required for the purposes of the Activity;
- g. upon reasonable notice, to permit sit visits by CFEI to examine the measures taken by the Recipient to protect the Personal Information;
- h. upon request, to require its employees to sign an employee acknowledgement, in the form provided by CFEI, agreeing to CFEI's privacy policies, practices and requirements.

3. BEGINNING AND EXPIRY OF THE RECIPIENT'S OBLIGATIONS

The Recipient's obligation under this Agreement takes effect as of the date of this Agreement and survive until six months of the date, the completion of the Activity; or when CFEI request for a return of destruction of Personal Information has been fully complied with, whichever occurs last. Notwithstanding the foregoing, the Recipient's agreement to indemnify, pursuant to Section 4 hereof, shall survive any expiry or termination of this Agreement.

4. INDEMNITY

The Recipient's indemnifies and holds CFEI harmless from and against any and all loss, liability, damage, claim, cost and expense (including legal fees) however arising, out of any breach or non-performance by the Recipient or its representatives or any of the Recipient's obligations regarding the Personal Information.

5. INJUNCTION

The Recipient acknowledges that a breach by it or any of its representatives of any of the Recipient's obligation under this Agreement may cause irreparable harm to CFEI which may be difficult or impossible to ascertain, and that an award of damages will be a sufficient remedy of such breach. Accordingly, CFEI will be entitled to specific performance of this Agreement and an injunction to prevent any breach or threatened breach or performance of this Agreement. No remedy referred to in this section is exclusive but each is cumulative and in additional to any other remedies otherwise available at law or in equity, including damages.

6. GENERAL

- 6.1.** Nothing in this Agreement is to be interpreted to –
- Obligate CFEI to enter into any further agreement with the Recipient; or
 - Grant to the Recipient any right, title, or interest in the Personal Information or in CFEI's operations.
- 6.2.** CFEI makes no representation or warranty, explicit or implicit, regarding the accuracy of the Personal Information or its fitness for a particular use or purpose.
- 6.3.** Any notice required under this Agreement is deemed to have been properly made when, in ordinary course or delivery or transmission, it is sent to a Party at its address above or other address as Party advises, in writing.
- 6.4.** Notwithstanding any dispute arising between the Parties, the Recipient must proceed diligently with the performance of this Agreement.
- 6.5.** No delay or failure of a Party to exercise any of its rights under this Agreement operates as a waiver or such right or affects any other of that Party's rights or the ability to exercise those rights.
- 6.6.** This agreement benefits and is binding on the Parties and their respective heirs, executors, administrators, successors, and permitted assigns, as the case may be.

- 6.7.** This Agreement is governed by and must be construed in accordance with the laws of the Province of Manitoba, and the laws of Canada as applicable in that province, and the Parties irrevocably submit to the non-exclusive jurisdiction of the courts of Manitoba for the interpretation and enforcement of this Agreement.
- 6.8.** If any term of this Agreement is held to be invalid, illegal, or unenforceable, it will not affect the validity of any other terms of this Agreement and this Agreement will be read as though the invalid term does not exist.
- 6.9.** The Recipient agrees not to assign this Agreement or any of its rights, obligations, or interests under this Agreement without the prior written consent of CFEI, which CFEI may withhold in its absolute discretion. Notwithstanding any such consent, no assignment relieves the Recipient of any of its obligations under this Agreement.
- 6.10.** This Agreement expresses the final Agreement between Parties as to the subject matter of this Agreement. Accordingly, the Parties agree not to amend this Agreement except by and in accordance with a document signed by the parties.
- 6.11.** The Recipient will be paid an hourly rate of **\$30**, for up to **50 hours** of mentoring services (\$1,500 maximum). Further, the recipient will be paid for travel at a rate of \$0.49 per kilometre, up to a maximum of **\$647.00**.
- 6.12.** Payment to be made to Recipient upon receipt of monthly invoices and receipts provided to CFEI.
- 6.13.** The Recipient agrees to complete monthly reports to CFEI, detailing progress of the mentoring.
- 6.14.** The Recipient agrees to complete all surveys regarding the mentorship program, as requested by CFEI.
- 6.15.** Upon 7 days written notice to the other party, this Agreement may be terminated by either party. Upon termination, the other Recipient will be paid up to the end of the notice period herein in accordance with the terms of this Agreement.

EACH OF THE PARTIES has executed this Agreement and in so doing confirm their authority and intention to bind the Party they represent.

Community Futures East Interlake Inc.

Mentor_____

By: _____

By: _____

Name: Tammy Hudyma

Title: General Manager