

**MENTORING AGREEMENT**  
**Contract Summary**

<b>Parties</b>	
1.	<b>The Chartered Institute of Management Accountants</b> incorporated and registered in England and Wales with company number RC000251, whose registered office is at The Helicon, One South Place, London EC2M 2RB, United Kingdom (“ <b>CIMA</b> ”, “ <b>we</b> ” or “ <b>us</b> ”)
2.	“ <b>You</b> ” or “ <b>Mentee</b> ”
3.	Each a “ <b>Party</b> ” and collectively the “ <b>Parties</b> ”
<b>Background</b>	
A.	CIMA has developed a programme whereby CIMA members are provided with the opportunity of receiving certain mentoring services in connection with their CIMA membership and support in their careers.
B.	The mentoring services (as set out in more detail below) are to be provided by mentors and the Parties have accordingly agreed to enter into this Agreement.
<b>Services</b>	
Pursuant to the CIMA UK Mentoring Programme, the Mentor agrees to provide certain mentoring services to such Mentee(s) as may be notified to the Mentor from time to time which may include without limitation career advice, support with skills, long and short-term goal setting etc. (“ <b>Mentoring Services</b> ”). Such Mentoring Services shall be provided until such time as either CIMA, the Mentor or the Mentee wishes for the Mentoring Services to cease.	
<b>Term</b>	
Start Date: means the date you apply for the Mentoring Scheme.	
The Mentoring Services will be provided until such time as either CIMA, the Mentee or the Mentor (as the case may be) wishes for such services to terminate.	
<b>Location</b>	
The Mentoring Services may be provided online/remotely and/or in person (as may be agreed between the Mentor and Mentee from time to time).	
<b>CIMA Contact Details:</b>	
Contact Name: Emma Bailey	Email: <a href="mailto:Mentoring@aicpa-cima.com">Mentoring@aicpa-cima.com</a>
Please note this Mentoring Agreement Contract Summary is subject to our Terms which the parties confirm they have read and agree to:	

## Terms

### 1. General

- 1.1 Please read these terms and conditions ("**Terms**") carefully before applying to join the CIMA UK Mentoring Programme ("**Mentoring Programme**"). For further information on the Mentoring Programme and how to apply, please refer to <https://www.aicpa-cima.com>
- 1.2 If you apply to the Mentoring Programme and we accept your application, you acknowledge and agree you are bound by the terms and conditions set out here. We reserve the right and at our discretion to refuse membership to the Mentoring Programme to any party.
- 1.3 These Terms together with the Mentoring Agreement Contract Summary, your application to join the Mentoring Programme and our written confirmation of your acceptance to join the Mentoring Programme together form the agreement between you and us ("**Agreement**").
- 1.4 We reserve the right to vary these terms and conditions from time to time. However we will endeavour to provide you with reasonable notice of any such changes.
- 1.5 For the purposes of this Agreement:

"**CIMA**", "**we**" or "**us**" means The Chartered Institute Management of Accountants; a Royal Charter body established in England and Wales with Charter number RC000251, whose registered office is at The Helicon, One South Place, London EC2M 2RB;

"**CIMA Group**" means CIMA, the American Institute of Certified Public Accountants, the Association of International Certified Professional Accountants (a non-profit corporation in the District of Columbia, United States) and any subsidiary, subsidiary undertaking, holding company or parent undertaking of any such entity from time to time. "Holding company" and "subsidiary" have the meanings given in section 1159 Companies Act 2006 and "parent undertaking" and "subsidiary undertaking" have the meanings given in section 1162 Companies Act 2006;

"**Mentor**" means the mentor who has been selected by CIMA to provide you with Mentoring Services;

"**Mentoring Services**" means such mentoring services as are provided to you by the Mentor in connection with your CIMA membership and career which may include without limitation career advice, support with skills, long and short-term goal setting etc.;

"**AICPA & CIMA Mentoring Programme**" or "**Mentoring Programme**" means the mentoring programme whereby CIMA members are provided with the opportunity of receiving certain mentoring services in connection with their CIMA membership and career;

"**you**" or "**Mentee**" refers to the CIMA member who has accepted to join the Mentoring Programme under these Terms.

### 2. Mentoring Services

- 2.1 You acknowledge and agree that in order for you to benefit from the Mentoring Services under the terms of this Agreement, you must complete a "Mentoring Application". The Mentoring Application will then undergo review by members of a panel appointed by CIMA and in accordance with such criteria and/or other information as such panel, acting reasonably, deems relevant and appropriate. Accordingly, we reserve the right to refuse membership to the Mentoring Programme to any person and we may undertake due diligence investigations which may include

verifying your qualifications and/or experience. The CIMA panel will then be tasked with pairing you with an appropriate mentor, however other than facilitating the introduction of the parties for the purposes of the Mentoring Services, CIMA is not otherwise involved or responsible for the delivery of the Mentoring Services itself and has no responsibility over the standard or quality of such services. On this basis, **you acknowledge and agree that in receiving Mentoring Services, the Mentor is not in any way CIMA “accredited”, and you shall not hold them out as such.**

2.2 You also agree:

2.2.1 To act with the necessary professionalism towards the Mentor and to comply with such CIMA policies, instructions or guidelines as CIMA may notify to you in writing from time to time; and

2.2.2 Not to engage in any conduct detrimental to or which may otherwise bring CIMA or the CIMA Group into disrepute.

### **3. Intellectual Property Rights**

3.1 For the purposes of these Terms, “**Intellectual Property Rights**” means copyright, patents, utility models, rights to inventions, copyright and related rights, trade-marks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.

3.2 All Intellectual Property Rights and any other rights in any materials and products which are provided to you in connection with these Terms shall be owned by us or our licensors (as the case may be).

### **4. Confidentiality and Data Protection**

4.1 Each party (the “**receiving party**”) who is in receipt of any confidential information concerning or otherwise disclosed by the other party (the “**disclosing party**”) shall keep such information strictly confidential and secure.

4.2 We agree to restrict disclosure of confidential information to such persons/third parties as required for the purpose of discharging our obligations under the Agreement, and shall ensure that they are subject to appropriate obligations of confidentiality. For instance, you acknowledge that by proceeding with the Mentoring Programme, your details will be shared with CIMA personnel for administration, selection and monitoring of the Mentoring Programme as well as with the Mentor who will be providing the Mentoring Services to you.

4.3 Your privacy is important to us and we agree to comply with our obligations under applicable data protection legislation in force from time to time including the General Data Protection Regulation ((EU) 2016/679) (GDPR), the retained EU law version of the GDPR (“UK GDPR”) and the Data Protection Act 2018. To learn more about the ways in which we process personal data, please see our Privacy Policy at <https://www.aicpa-cima.com/help/privacy-policy>

### **5. Termination**

5.1 This Agreement shall continue until i) the Mentoring Services have been completed whereupon the Agreement shall automatically terminate thereafter or ii) either CIMA

or the Mentee wishes for the Mentoring Services to cease in which case they shall notify the other Party in writing of their intention that the Agreement be terminated and the Agreement shall automatically terminate thereafter. For the avoidance of doubt, CIMA reserves the right to terminate this Agreement at its discretion.

5.2 Upon termination or expiry of this Agreement (howsoever arising), you shall promptly securely delete or destroy (at our option and instruction) all information, materials and other property belonging to us or otherwise disclosed by us to you, which is in your possession or control.

## **6. Limitation of Liability**

6.1 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Agreement.

6.2 Nothing in this Agreement excludes or limits either party's liability for:

6.2.1 death or personal injury caused by negligence;

6.2.2 fraud or fraudulent misrepresentation; or

6.2.3 any other liability which cannot be limited or excluded by applicable law.

6.3 You acknowledge and agree that CIMA's role under this Agreement is purely to facilitate the introduction between yourself and the Mentor for the purposes of the provision of Mentoring Services. On this basis, CIMA is not liable or responsible for the delivery, standard or quality of the Mentoring Services, or otherwise for the conduct between yourself and the Mentor.

6.4 Subject to clause 6.2, neither party shall be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profit; loss of revenue; depletion or damage to goodwill or reputation; loss or corruption of data or information; or any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Agreement.

## **7. Complaints and Disputes**

7.1 In the event that a Mentor makes any improper suggestion or does or says anything which makes you feel uncomfortable or at risk, please note that you are entitled to immediately terminate the Mentoring Services engagement.

7.2 You agree that if you have any complaint or dispute with a Mentor concerning the provision of Mentoring Services by them, you will notify us promptly by contacting the Senior Mentoring Specialist ([mentoring@aicpa-cima.com](mailto:mentoring@aicpa-cima.com)). We will then attempt to resolve the dispute as we see fit which may include terminating a particular engagement with a Mentor or terminating the Agreement as a whole.

## **8. Miscellaneous**

8.1 Headings contained in this Agreement are for reference purposes only and shall not be deemed to be any indication of the meaning of the clauses to which they relate.

8.2 We may amend these Terms from time to time. Unless otherwise expressly provided elsewhere in this Agreement, this Agreement may be varied only in writing by us (a reference to "writing" or "written" includes email).

- 8.3 This Agreement contains the whole agreement between us and each party confirms it has not relied upon any oral or written representations made to it by or on behalf of the other and it has made its own independent investigations into all matters relevant to it.
- 8.4 If any term of this Agreement is, or is found to be, illegal, invalid or unenforceable, the remaining terms shall continue in full force and effect and will not be affected by such illegality, invalidity or unenforceability.
- 8.5 Failure by us to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver of them or the right at any time subsequently to enforce all terms and conditions of this Agreement.
- 8.6 Except as otherwise expressly provided in this Agreement, a person who is not a party to this Agreement or a permitted assignee has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act.
- 8.7 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the parties irrevocably submit to the exclusive jurisdiction of the English courts in respect thereof.