



PYMA Mentors Agreement

Phakamani Young Minds Academy (**PYMA**) greatly appreciates the time and efforts contributed by all the mentors, as it assists to make the goals of PYMA achievable. This agreement will govern the volunteer services that you will provide to PYMA as a mentor in terms of the PYMA Mentorship Programme.

1. PARTIES

This agreement is entered into between:

1.1 Phakamani Young Minds Academy, a non-profit organisation registered with the Department of Social Development, with registration number 164-855 NPO (**PYMA**); (authorized signatory Mthandazo Khumalo, Executive Director) and

1.2 _____ an adult with identity number
(**you or the Mentor**);

collectively referred to as the **Parties**.

2. NATURE OF THIS AGREEMENT AND RELATIONSHIP BETWEEN THE PARTIES

2.1 You have applied to serve as a Mentor in PYMA's Mentorship Programme. Your application has been accepted by PYMA and you have agreed to avail your time and efforts to the programme, subject to the terms and conditions set out in this Agreement.

2.2 It is with the best interests of the beneficiaries in mind, who PYMA looks after and cater to, that we have prepared this Agreement.

2.3 As a Mentor, you will perform all services on a voluntary basis. Accordingly, you agree that you are not entitled to, nor will you receive, any form of remuneration from PYMA for your services.

2.4 The Parties agree that you will render your services as an independent contractor. No employment relationship will exist or come into existence between the Parties by virtue of the provision of mentorship services and you agree that you have no expectation of future employment with PYMA, as a result of providing your services to PYMA in terms of this Agreement. You will not be entitled, or eligible, to participate in any benefits or privileges provided by PYMA to its employees. You agree that you will not for any purpose be considered or hold yourself out to be an employee or agent of PYMA.

2.5 As a Mentor, you will not have the authority to act or purport to act or make any representations or undertakings on behalf of PYMA and will not pledge the credit of PYMA or incur any debts, liabilities or obligations on behalf of PYMA, unless specifically authorised to do so in writing by the Executive Director of PYMA. In particular, but without derogating from the generality of the foregoing, you will not have the authority to conclude any agreement or contract (whether written or oral) with any third party on behalf of PYMA or to bind PYMA in any way whatsoever, unless specifically authorised thereto in writing by the Executive Director.

3. PERSONAL INFORMATION

3.1 You understand and accept that during the term of this Agreement, PYMA may be required to collect and process personally identifiable information about you. You hereby consent to the processing of such personal information by PYMA in order for PYMA to carry out and manage its business (including the Mentorship Programme), to comply with its legal obligations, to comply with the provisions of this Agreement and to protect its legitimate business interests and those of the beneficiaries that it serves. In particular, PYMA may collect, process and use your personal information:

3.1.1 to assess your suitability as a mentor and pair you with a mentee for purposes of the Mentorship Programme;

3.1.2 to ensure that PYMA and your mentee are able to contact you during the terms of this Agreement;

3.1.3 to ensure the safety of the beneficiaries that PYMA serves and that there are no legal impediments that preclude you from working with children; and

3.1.4 for security, access control and other legitimate business purposes.

3.2 Due to the nature of your volunteering, PYMA may, in its sole discretion, deem it necessary to conduct a background check to ensure that no limitations or reservations exist with regard to your interaction with children. This may include a criminal record check and inquiries with the Director-General in terms of the Children's Act 28 of 2005. By signing this Agreement, you agree that PYMA may share your personal information (including special personal information) with vendors and relevant government institutions in order to conduct such checks.

3.3 You will not process, publish, make accessible, or use in any other way any confidential or personal information of PYMA, or the beneficiaries that it serves, to which you have access in the course of performing the mentorship services, for any purpose other than the correct fulfilment of the duties in terms of this Agreement. You agree to observe PYMA's regulations regarding the processing and protection of such personal information to which you have access in the course of providing the services, and shall report any infringement relating to the manner in which personal information or other data is processed to PYMA without delay.

4. DURATION

4.1 You will commence providing mentorship services in terms of the PYMA Mentorship Programme as per the date of the signature of the mentorship agreement (the **Commencement Date**). Subject to clause 4.2 and clause 7 below, this Agreement will endure for a period of one year from the Commencement Date, and shall, accordingly, terminate automatically 1 year from signature hereof. (the **Expiry Date**).

4.2 Notwithstanding clause 4.1, the Parties may agree on an extension of the Agreement beyond the Expiry Date, even after the mentee has successfully graduated from the PYMA Mentorship

Programme, if the Mentor and mentee are comfortable with the productivity of the mentorship relationship and wish to continue the relationship.

5. RULES OF ENGAGEMENT

- 5.1 At the inception of the mentorship relationship and during the first mentorship meeting, the Mentor and mentee must agree on the rules of engagement, including, but not limited to –
- 5.1.1 the length and frequency of mentorship sessions;
 - 5.1.2 long-term and short-term objectives to make their time together meaningful and productive;
 - 5.1.3 clear, appropriate and culturally-sensitive boundaries that will govern interactions, physical or otherwise;
 - 5.1.4 the preferred method for communication between mentorship sessions, concerning mentorship issues (i.e. via email/telephone/text); and
 - 5.1.5 the responsibility of the Mentor to adhere to the regulation of not meeting with the mentee outside the premises of the organization at any point in time.
- 5.2 Upon request by PYMA, the Mentor may be required to submit a written recordal of the agreed rules of engagement to PYMA for approval and record-keeping purposes.

6. YOUR OBLIGATIONS AS A MENTOR

- 6.1 As a Mentor, you are required to –
- 6.1.1 comply with the rules of engagement agreed upon with your mentee, including, without limitation, the obligation to attend all scheduled mentorship sessions;
 - 6.1.2 undergo training provided by PYMA at the inception of the PYMA Mentorship Program, and any additional training as may be required by PYMA from time to time;
 - 6.1.3 attend the special group events and family events planned by PYMA as part of the Mentorship Programme, upon reasonable notice;
 - 6.1.4 comply with PYMA's Child Protection Policy and act in the best interests of your mentee and the beneficiaries that PYMA serves at all times;
 - 6.1.5 refrain from meeting with your mentor outside the premises of the organization at any point in time;
 - 6.1.6 avoid any inappropriate interactions with, and unsuitable conduct towards, your mentee, such as sexual harassment;
 - 6.1.7 take responsibility for creating a safe space for engagement;

- 6.1.8 avoid any exploitation of the mentorship relationship to gain any inappropriate advantage, whether financial or non-financial;
- 6.1.9 avoid all conflicts of interest (whether commercial or personal) that may arise during the mentorship relationship. In the event of any actual or perceived conflict of interest arising, you agree to take any steps as PYMA may require of you to resolve such conflict. Where the conflict cannot be resolved with the assistance of PYMA, you agree that the mentorship relationship may be terminated.
- 6.1.10 pro-actively disclose and notify PYMA at the earliest opportunity practical in the circumstances of any actual or potential conflict of interest, information, or facts which may affect the mentorship relationship, your relationship with PYMA, or your ability to perform the mentorship services under this Agreement. The failure to disclose such information will constitute a breach of this Agreement;
- 6.1.11 carry out your mentorship responsibilities with due care and diligence and conduct yourself in a professional and respectful manner at all times;
- 6.1.12 avoid discriminating against your mentee, or any other person, directly or indirectly, on any legally prohibited grounds including race, gender, sex, pregnancy, marital status, ethnic or social origin, colour, sexual orientation, age, disability, religion, conscience, belief, culture, language and birth; and
- 6.1.13 constantly seek to enhance your own awareness of possible areas of discrimination.

7. **TERMINATION**

- 7.1 After discussing the matter with your mentee, you may agree with PYMA to terminate the mentorship relationship with the mentee, where you believe that circumstances have arisen that negatively affect your ability to provide the mentorship services, or that the mentee would be served better by another mentor or another form of professional assistance. In this instance, you may agree to be assigned to another mentee (if appropriate), failing which this Agreement shall automatically terminate. Nothing contained in this Agreement shall be construed as imposing any obligation on PYMA to assign the Mentor to another mentee, or a mentee to another mentor, in the event that a mentorship relationship has been terminated.
- 7.2 The Parties agree that PYMA may terminate this Agreement, and the mentorship relationship that you may have with a mentee, at any stage before the Expiry Date, in the event that you fail to comply with any of your obligations as set out in clause 6 of this Agreement, or in the event that you become legally precluded from working with children.
- 7.3 You understand that your professional responsibilities as a mentor may continue beyond the termination of the mentorship relationship and this Agreement. These professional responsibilities include:
 - 7.3.1 maintaining the confidentiality of all information shared with you as Mentor;

- 7.3.2 maintaining the safety and security of all mentorship related records and data where applicable;
- 7.3.3 avoiding the exploitation of any former mentorship relationship;
- 7.3.4 providing any follow-up support that has been agreed to; and
- 7.3.5 refraining from making any statements of a defamatory nature about your mentee or PYMA.

8. **CONFIDENTIALITY**

- 8.1 As a Mentor, you are prohibited from disclosing any confidential information that may come to your knowledge as a result of providing the mentorship services to PYMA. For the purposes of this Agreement, "**confidential information**" includes, without limitation, information of a proprietary, financial, legal, operational, and/or sensitive nature pertaining to your mentee, PYMA, its directors, officers, employees, volunteers, or independent contractors.
- 8.2 You agree to treat all information disclosed by your mentee during the course of your interactions on the PYMA Mentorship Programme as confidential.
- 8.3 You agree not to disclose the identity of your mentee to any person outside of PYMA, without your mentee's consent.
- 8.4 If you are uncertain about whether any information is to be treated as confidential in terms of this clause, you must treat it as such until written consent or clearance is obtained.
- 8.5 The provisions of this clause shall survive the termination of this Agreement for any reason whatsoever.

9. **LIMITATION OF LIABILITY**

In agreeing to provide the mentorship services, you warrant that you understand all risks associated therewith, and agree to release PYMA, its directors, officers, employees, volunteers, or independent contractors from all liability in respect of any claims, damages, injuries, losses, deaths, expenses and liabilities arising out of or in any way connected with participating in the PYMA Mentorship Programme.

We thank you for agreeing to volunteer your time as part of our Mentorship Programme and hope that you will benefit from the experience.



Mithandazo Khumalo
Executive Director

I, _____, hereby declare that I have read, understood and agree to the terms and conditions contained in this Agreement.

(Signature of the Mentor)

Date _____