

Tool 6 - Agreement for Volunteer Mentors

This document describes the core values of the Early Warning organisation in Denmark and the interaction between the company owner and the Volunteer Mentors. The tool consists of a document, the Agreement for Volunteer Mentors, which is signed by all parties: The Mentor, the company owner and the project manager of the EW organisation. The Agreement consists of 1) Core values and 2) Terms of the Agreement. In Denmark, it is a prerequisite that this Agreement for Volunteer Mentors is entered before the Mentor can start with the counselling.



Document: Agreement for Volunteer Mentors

Early Warning Denmark

Agreement for Volunteer Mentors

The parties:

Name of Volunteer Mentor:

Address:

Zip code and city:

Hereinafter referred to as "Mentor"

And:

Name of Person authorised to sign:

Address:

Zip code and city:

Company:

Company registration number:

Hereinafter referred to as "company owner"

And:

Business Development Centre:

Address:

Zip code and city:

Early Warning consultant:

Hereinafter referred to as "The Business Development Centre"

....have entered this Agreement for Volunteer Mentors.



Core values of the Agreement

The parties shall comply with the following values:

1: We are neutral and act solely in the interests of the company and its owner

As a company owner, you can trust that our sole interest is to help you the best way possible. We never consider other interests. This includes the interests of banks, the national tax administration, accountants and counsellors.

For our mentors, this means that:

We never represent other interests than the interests of the company and the company owner. This includes both the mentor's own interests and third-party interests. If there can be any doubt about the Mentor's neutrality or interests, the Mentor must present this information to the company owner and the project manager prior to the entering of this Agreement for Volunteer Mentors.

2: We are committed, helpful and display empathy for the people we help

As a company owner, you will be met with helpfulness, kindness and respect. We understand your situation and we wish to help you the best way possible.

For our mentors, this means that:

Our collaboration with the company owner is based on respect and empathy. We will serve as a trusted advisor to the company owner and contribute with useful knowledge, experience and networks. We are fellow human beings, who want to help a company-owner in distress.

3: We are competent and persistent

We have the necessary knowledge and experience to help company owners take appropriate action in different situations. We will inform the company owner if we are in doubt or if we lack the knowledge or experience to provide appropriate counselling. We actively use our large network in searching for knowledge and/or specialised expertise needed in specific situations. We follow up on the counselling and we expect that you as a company owner is fully committed to the counselling process.

For our mentors, this means that:

It is okay to not to know what is needed to solve a specific situation, and as Mentors we are required to inform the company owner if this is the case. We actively search for knowledge and use our network to get access to the necessary knowledge and specialised expertise. We do not accept cases that are not in a "flow."

4: Our work is based on confidentiality and trust

As a company owner, you are assured that we work on a confidential basis and only pass on information with your accept. We expect you to be open and honest as this is the foundation for our help.

For our Mentors, this means that:



Confidentiality is our hallmark. It is also a precondition for the Mentor gaining the trust of the company owner. We will share key learning points from the counselling with other Mentors to constantly improve our counselling, but in doing so we will make sure to not share any confidential information.

Terms of the Agreement for Volunteer Mentors

1. Introduction

1.1. The Business Development Centre manages the national initiative Early Warning programme on behalf of the Danish Business Authority. The Early Warning programme provides counselling to companies in distress, this includes offering counselling and competent feedback from a permanent group of volunteer mentors. This counselling is given to the company owner, the management and key stakeholders to either get the company back on track (turnaround) or help close the company to reduce the economic losses of the owners.

1.2. The Agreement for Volunteer Mentors must be signed by all parties before the counselling can start.

2. The service offered by the Mentor

2.1. The Mentor will provide counselling on voluntary and cost-free basis concerning matters related to or resulting from the crisis-situation.

2.2. Counselling may be provided to the company-owners and other stakeholders including employees, former employees, family members, guarantors and others that are directly affected by the crisis-situation. In addition, counselling may be provided to third parties who face debt resulting from the closure of the company.

2.3. The Mentor shall provide professional feedback and counselling based on the Mentor's knowledge and occupational experience. The Mentor is obligated to allocate the necessary time to provide the counselling so that the company owner as soon as possible is provided with the relevant knowledge, insight and a solid basis for decisions concerning the crisis-situation.

3. Volunteerism and freedom from responsibility

3.1 The counselling is based on volunteerism and the Mentor may not receive any form of remuneration from the company owner or a third party.

3.2 All decisions made and actions taken by the company owner based on the counselling are the sole responsibility of the company owner.

3.3 The Mentor is not responsible for any decisions made or actions taken based on the counselling offered by the mentor to the company owner.



3.4 The Business Development Centre will cover the Mentor's expenses related to transport and other potential costs and expenses related to this Agreement. The mentor must forward all requests for payments to the Business Development Centre every month.

4. Confidentiality

4.1. The Mentor must treat all information received from the company owner or other counsellors involved in the counselling as confidential information if the information is not already accessible to the public.

4.2. The confidentiality clause also applies to the termination of the Agreement.

5. Termination of the counselling

5.1. The counselling terminates 4 months after the counselling has started. The date for entry into force of the Agreement is the date for the signing of all parties to this Agreement for Volunteer Mentors.

5.2. The counselling may be extended with 4 months if deemed necessary by the Mentor, the Business Development Centre and the company owner.

5.3. The counselling may be extended a total of 2 times corresponding to a total counselling period of 1 year.

5.4. Further extension of the counselling period beyond 1 year from the entry into force of the course of the Agreement may only happen with the prior approval of the national project manager.

5.5. Each party may terminate the Agreement with immediate effect.

5.6. The Agreement may be terminated by e-mail, text message, letter or by signing this Agreement in the relevant field.

5.7. The Mentor may not within 2 years from the entry into force of this Agreement enter any form of commercial or paid relation with the company owner, his/her close relatives, business partners or stakeholders. This condition also applies to after a termination of the agreement.

5.8. In case the Mentor enters any form of agreement concerning remuneration covered by item 5.7, this Agreement for Volunteer Mentors will be terminated immediately.

5.9. The national project manager may give dispensation for item 5.7 and 5.8. Dispensation shall be given in writing.

5.10. The Mentor is required to keep the Business Development Centre updated concerning the counselling on an ongoing basis and no less than every third month. The Mentor is required to inform the Business Development Centre in case 1) the Mentor intends to facilitate contact to 3rd parties such as lawyers, consultants, etc. and 2) when the counselling is terminated.



	Name	Date for entry into force and signature	Date for termination and signature
Mentor			
Company owner			
Business Development Centre			

