**Please note, this is an optional/sample contract. Please modify as you see fit. However, we ask that you include the following Articles in your Mentor contract in order to ensure consistency in confidentiality, code of conduct and conflict of interest.**

* **Article IX - Confidentiality,**
* **Article X- Code of Conduct,**
* **Article XI - Conflict of Interest**

**IP header with Logo, address**

**THIS CONTRACT IS MADE IN DUPLICATE,** this X DAY OF MONTH YEAR

**BETWEEN:** Name/address of IP here

OF THE FIRST PART

**AND:** Name/address of Mentor here

(hereinafter referred to as Mentor)

OF THE SECOND PART

**IN AGREEMENT THAT:**

WHEREAS name of IP wishes to procure professional services, as described in Article I, hereafter.

WHEREAS the Mentor is engaged, at the remuneration and conditions specified hereafter, to support Farmers for Climate Solutions (FCS) with implementation of the Farm Resilience Mentorship (FaRM) program.

To these ends, name of IP and the Mentor agree to the following:

ARTICLE I: DESCRIPTION OF WORKS AND SERVICES

Without limiting the general scope of the above, the Mentor agrees to the scope of work attached in Appendix I

ARTICLE II: SUPERVISION

The Mentor will report to name/position at name of IP.

ARTICLE III: CONTRACT DEADLINE

The duration of the present contract is limited from MM-DD-YYYY to MM DD-YYYY

ARTICLE IV: BASIS OF PAYMENT

In return for the execution of services described under Article I, name of IP agrees to pay to the Mentor a maximum of $2,500.00 (Two Thousand, Five Hundred dollars) plus applicable taxes.

ARTICLE V: MEANS OF PAYMENT

The Mentor will invoice to name of IP at email address here as per the following schedule:

| **Schedule** | **Amount** |
| --- | --- |
| First payment: Upon completion of the first training session provided. Includes:* 2 hours prep
* 5 hours synchronous training session
* 1 hour feedback to Curriculum Developers
 | $500 |
| Second payment: Upon completion of the second training session provided.Includes:* 2 hours prep
* 5 hours synchronous training session
* 1 hour feedback to Curriculum Developers
 | $500 |
| Third payment: After:* 12 months of COIs
* One-on-one follow ups per student
* 2 x refresher courses completed

Prorated based on actual hours of follow up support and delivered/refresher | $1500 |
| **TOTAL** | $2,500 |

Payment will be made by electronic funds transfer (EFT) and the Mentor must complete and return the EFT form supplied by name of IP.

ARTICLE VI: LIMITATION OF CONTRACT

In accordance with all terms and conditions of this contract, name of IP shall pay the Mentor a sum of up to, but not exceeding, $2,500.00 (Two Thousand, Five Hundred dollars) plus applicable taxes.

ARTICLE VII: MENTOR'S STATUS

This contract is between name of IP and an independent Mentor for the purposes of the above services; the Mentor cannot be considered at any time as an employee of name of IP. Tax deductions and benefits are at the Mentor's charge.

ARTICLE VIII: PERSONAL EXECUTION

The Mentor must personally fulfill the obligations and functions specified in this contract and may neither call on the services of a third party nor relinquish their interest in this contract unless they are expressly authorized to do so by name of IP.

ARTICLE IX: CONFIDENTIALITY

I understand that I have a legal obligation to protect all personal information and all other kinds of confidential information (whether in written, verbal, electronic or other form) that is shared with me through the FaRM program.

I will safeguard the trust and confidence of FaRM participants by acting with integrity at all times with respect to the information obtained in the course of my contracted activities. Confidentiality shall be strictly observed. No information of a confidential or proprietary nature provided by any participant, either verbally or in writing, shall be disclosed to anyone other than members of the FaRM program administrative team. This obligation shall extend indefinitely.

I agree to use FaRM participant’s personal information only for the work I have been hired to complete within the bounds of the contract. I understand that all confidential and personal information shared with me shall remain the sole property of Farmers for Climate Solutions and SeedChange. I am aware that inappropriate disclosure or fraudulent use of confidential or personal information could result in prosecution.

By my signature below I acknowledge that I have read and will abide by this Agreement. I understand that the obligations of this Agreement take effect upon signing and will continue even after my work with the FaRM program ends. Furthermore, I agree to respect this agreement for the duration of my participation in the FaRM program and to indefinitely keep confidential all deliberations and participant details.

ARTICLE X: MENTOR CODE OF CONDUCT

The Mentor agrees to abide by the following code of conduct in their work as a Farmer Mentor.

* I will conduct myself with respect towards others.
* I commit to creating a safe learning environment that is not negative towards anyone else or that promotes racism, homophobia, ableism, or other forms of discrimination.
* I will speak up if I hear any such comments and will work to ensure Participants feel welcome and comfortable, regardless of their lived experience.
* If I am unsure about anything that comes up during a training session, I will reach out to FCS or my Implementing Contractor and ask for support.

ARTICLE XI: CONFLICT OF INTEREST

To maintain the objectivity and credibility of the FaRM program, all mentors must disclose any potential, perceived or real conflicts of interest that may influence or have the appearance of influencing the information provided to participants in the FaRM program, for the duration of the course, including the 12 months of Community of Inquiry (COI).

A conflict of interest is deemed to exist when:

1. The Mentor’s personal or business interests raise a question of whether their actions, judgment, and/or decision-making can be unbiased.
2. The Mentor has a close relationship with, or a strong antipathy to, a person whose interests may be affected by the information received as a result of their participation in the FaRM program.

By signing this contract, the Mentor agrees not to advertise their business, consult privately for an additional fee, or be party to any transaction involving the sale or distribution of products related to the course content, with the FaRM participants they are assigned to mentor, at any time within the course year, without first disclosing the potential conflict, in writing, using the *Conflict of Interest Disclosure* form provided by your Implementing Partner (IP).This disclosure form must be presented to your IP for review prior to acceptance of any financial contract or consultation.

ARTICLE XII: TERMINATION

Notwithstanding the foreseen duration of the contract, both parts may at any time, under the terms hereafter, terminate the present contract totally or in part.

If the contract is terminated by name of IP, the organization will pay the Mentor a sum representing the work carried out.

If the contract is terminated by the Mentor, they will submit to the organization a report detailing the work already carried out and the expenses incurred.

The part wishing to withdraw must send to the other part a written notice specifying the reasons for termination as well as the effective date of termination, at minimum ten (10) working days prior to the effective date of termination.

ARTICLE XIII: MODIFICATION

This contract can be modified at any time according to the previous agreement of both parts. Any modification to be valid must be part of a document named "Amendment" signed by both parts.

ARTICLE XIV: GUARANTEE AGAINST CLAIMS

The Mentor will be the sole person responsible for any damage occurring to anybody during the execution of their mandate and they guarantee name of IP against any legal suit and undertake to execute any judgment declared against name of IP, due to an act of omission or negligence on their part.

ARTICLE XV: APPLICATION LAWS

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario. For the purpose of all legal proceedings, this Agreement shall be deemed to have been performed in the Province of Ontario and the Province of Ontario shall have safe and exclusive jurisdiction to entertain any action arising under this Agreement.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement. **DATED AT** Ottawa this \_\_\_ day of\_\_\_\_\_\_\_\_\_\_\_, 2022.

 SIGNED AND DELIVERED

in the presence of

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mentor Signature

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness Witness

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Name of IP

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness

**Appendix 1**

DESCRIPTION OF WORKS AND SERVICES

| Per Farmer Mentor time commitment breakdown |
| --- |
| **Description** | **Total hours** | **# of events** | **# of hours/event** |
| Being trained, reviewing curriculum materials (which may include reading, videos, podcasts,  | 8-12 hours | 1 | ~3-7 hours self-paced~5 hours in person |
| Prep for training sessions | 4 hours | 2 sessions | 2 hours/training sessions |
| Face-to-face training sessions | 10 hours | 2 sessions | 5 hour/session |
| Feedback rounds to Curriculum Developers (after each training) | 2 hours | 2 feedback rounds | 1 hour/feedback round |
| Refresher trainings from Curriculum Developers to receive curriculum updates | 2 hours | 2 refresher trainings | 1 hour/refresher training |
| Monthly Communities of Inquiry | 12 hours | 12 | 1/COI |
| One-on-one support sessions*\* If not all participants require the full hour of one-on-one support by the end of the 12 month period following trainings, a Mentor can redistribute remaining hours to offer additional followup support time to other Participants as required (up to a maximum of the total amount of one-on-one support hours offered to each Mentor per training year).* | 20 hours | 20 one-on-one support sessions | 1 hour/support session |