

GENERAL CONDITIONS APPLYING TO THE BUSINESSMENTORING PROGRAMME

In a context of international and national economic crisis, we are forced to recognise that business managers are often insufficiently prepared, both personally and managerially to understand the changes in an economic environment that has become increasingly unstable.

Following a policy of active support for SMEs/SMIs with - by way of example - the introduction of the VaccinAnticrise initiative, the Chamber of Commerce of the Grand Duchy of Luxembourg launches its new BusinessMentoring programme in partnership with the Government of the Grand Duchy of Luxembourg and in collaboration with numerous other entities.

The programme will be coordinated by the Business Support E.I.G. (coordinator). In parallel with its role of coordinator, the Grouping will be responsible for the methodology and for ensuring compliance with the rules applying to the programme.

Largely inspired by the Canadian business mentoring concept, BusinessMentoring is aimed at managers of Luxembourg enterprises in the start-up, growth or takeover phase (applicants).

As part of a policy aimed at combating the effects of the crisis and facilitating access to experts set out in the third action plan in support of SMEs, this programme consists mainly in the support of a “young” business manager (mentee) by an experienced business manager (mentor) for a period of 6, 12 or 18 months.

ARTICLE 1

Any managers of enterprises meeting the eligibility criteria (see Chapter III, paragraph headed “eligibility criteria”) in the BusinessMentoring VADEMECUM can benefit from this programme.

An enterprise manager (applicant) wishing to take advantage of the initiative must complete the application file on the secure website www.businessmentoring.lu. The applicant fills in the respective standard form (start-up, growth, takeover or hotel, restaurant and catering) and attached the required documents.

The applicant undertakes to fill in the questionnaire clearly and accurately and to provide complete and truthful information. He undertakes to inform the coordinator immediately in the event of any change in the information provided.

Any applicant requiring assistance in completing his BusinessMentoring file may request assistance from the coordinating team by sending an e-mail to businessmentoring@cc.lu.

ARTICLE 2

As soon as the file is received, an e-mail message of confirmation will be generated automatically via the website.

ARTICLE 3

If the file is complete and the applicant eligible, the coordinating team will inform him by e-mail. The mentee applicant will first be invited to an individual interview with a member of the coordinating team and secondly to present his file, his enterprise and his aspirations to a selection committee composed of one or more mentors. The session will last 30 or 40 minutes: 10 minutes for the presentation and 20 to 30 minutes for questions.

If the selection committee and the mentee applicant agree, representatives of a national agency or of an employers’ organisation representing the interests of the business sector to which the mentee applicant enterprise belongs, may be present at this presentation as observers.

After due deliberation, the selection committee will proceed to select, accepting or rejecting the mentee applicant. Rejection shall be definitive and not subject to any appeal.

ARTICLE 4

If the file is approved, the coordinating team shall inform the mentee applicant by e-mail as soon as possible and offer him a mentor, taking account of the respective wishes. The mentee applicant shall inform the BusinessMentoring programme coordinating team of his agreement and confirm his participation in the programme as soon as possible.

Initials

Once accepted, he will return these GENERAL CONDITIONS for participation in the BusinessMentoring programme duly signed.

If the applicant is acting as manager of an individual enterprise, these documents must be signed jointly by the operator and the applicant.

If the applicant is acting as manager of a company, these documents must be jointly signed by the legal representative(s) of the company, as well as by the applicant himself.

In the event of disagreement, the coordinating team may propose another mentor, while at the same time reserving the right to exclude the mentee applicant from the BusinessMentoring programme.

In the event of agreement between the mentee applicant and the mentor, they will agree on a first meeting, during which the two parties will together draw up a road map with the objectives to be attained at 6, 12 or 18 months as the case may be.

After a few meetings, mentor and mentee must embody their arrangements in a mentoring agreement, the template for which is imposed by the coordinating team.

After signing, the mentee must mandatorily send a copy of this agreement to the coordinating team.

ARTICLE 5

The mentor and the mentee undertake to meet ideally once a month.

The mentee shall carry out a regular monitoring of the relationship, by means of written reports designed to enable the coordinating team to see how the relationship is evolving. These reports shall be uploaded by the mentee to the members' section of the secure website or sent by e-mail to the coordinating team. In principle they will be accessible only to the mentee, the mentor and the coordinator.

The mentee may however decide freely whether to make reports of which he is the author available to any third party or parties.

In such case, with the written agreement of the mentee and the coordinator, such third party may consult said reports at the place where they are electronically stored by means of limited secure access.

The mentee shall guarantee the strict confidentiality of his mentor's identity and of the information to which he becomes privy in the context of the mentoring relationship, directly or indirectly, even beyond the ending of the respective obligations deriving from his involvement in the BusinessMentoring programme. The mentee undertakes to actively promote mentoring to other entrepreneurs and the media.

He or she is also encouraged to participate in the activities of the network, insofar as possible. Mentor and mentee may bring an end to the mentoring relationship at any time and for any reason, by sending a registered letter with acknowledgement of receipt, with the obligation to send a copy to the attention of the coordinating team as soon as possible. Mentor and mentee shall also inform the team of the reasons leading them to bring an end to the mentoring relationship. Any possible allocation to the mentee of a new mentor shall be at the discretion of the coordinating team.

ARTICLE 6

At the conclusion of the programme, a assessment of the mentor/mentee relationship will be drawn up with a view to measuring the effect that mentoring has had on the skills of the entrepreneur mentored and on the development of his enterprise.

ARTICLE 7

The applicant expressly authorises the coordinating team to record, for purposes of traceability and follow-up of the enterprise's progress, the applicant's entire file, i.e. all requests received, decisions taken concerning him and the assessment of the mentor/mentee relationship, in a computerised file and to keep a physical copy of it on its premises.

The coordinator undertakes to comply with the provisions of the law of 2 August 2002 on the protection of persons with regard to the processing of data of a personal nature, as amended.

Initials

ARTICLE 8

With the exception of the reserves provided in these general conditions and in the BusinessMentoring VADEMECUM, the coordinating team undertakes to keep confidential all the information gathered in the context of this programme and concerning the applicant, the enterprise which he manages and his assigns, except where there is a right or a legal or professional obligation to disclose it.

The mentor and the representative(s) of a national agency or an employers' organisation as referred to in Article 3 of this Agreement shall be held to the same obligations of confidentiality.

ARTICLE 9

The coordinating team does not guarantee that this programme will produce any measurable result. Accordingly, it shall not be held responsible in the event of the programme's failure.

The coordinating team shall not be held liable for any faults or failings of the mentor in connection with this programme.

The coordinating team shall not be responsible for the non-execution of any of its obligations when such non-execution is due to an event of force majeure.

ARTICLE 10

By signing these general conditions, the applicant declares that he has taken note of the BusinessMentoring VADEMECUM and understood and accepted the contents thereof.

ARTICLE 11

All dealings between the parties shall be subject to Luxembourg law.
The courts of Luxembourg shall have exclusive competence to rule on any dispute arising from these general conditions.

The signatures on this agreement must be preceded with the handwritten words "Read and approved".

First name and name of the mentee _____

Signature of the mentee
(Preceded by the handwritten words "Read and approved")

Done in Luxembourg, on _____

Special acceptances in accordance with Article 1, paragraphs 4 or 5 of these general conditions:

The undersigned individual entrepreneur operating the enterprise whose aforementioned manager wishes to be a mentee, registered with the Luxembourg Trade & Companies Registry (RCSL) under number _____ in the name of _____

or

The legal representative(s) of the company that operates the enterprise whose aforementioned manager wishes to be a mentee, registered with the Luxembourg Trade & Companies Registry (RCSL) under number _____ in the name of _____

declare(s) by signing hereunder that he/they has/have read and understood these general conditions in their entirety. They will write by hand, before their signature, the words (in French) "*Lu et approuvé*" (Read and approved), indicating their first names and surnames and the capacity in which they are signing.

(Read and approved)
