

# **Data Protection & Confidentiality**

For the purposes of this clause, "Data Protection Legislation" means (i) the Data Protection Act 1998, (ii) unless and until the General Data Protection Regulation ((EU) 2016/679) ("GDPR") is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (iii) any successor legislation to the GDPR or the Data Protection Act 2018 as amended from time to time.

The terms, "personal data", "personal data breach" and "processing" shall have the same meaning as in the GDPR, and similar terms will be interpreted accordingly.

#### The mentor/mentee shall:

- comply with the Data Protection Legislation when processing any personal data relating to their mentoring partner;
- not use the mentor/mentee's personal data for any purpose other than performance of this Mentoring Scheme (the "Agreed Purpose") or as required by law;
- not transfer any of the mentor/mentee's personal data to any third parties without the
  consent of their mentoring partner or [insert name of organisation delivering the mentoring
  scheme];
- ensure that they have in place the appropriate measures to protect against unauthorised
  or unlawful processing of personal data and against accidental loss or destruction of, or
  damage to, personal data. Where appropriate, have an understanding of how to securely
  hold data e.g. password protection, notebooks held in a secure place and if requested,
  assist [insert name of organisation delivering this mentoring scheme] in responding to any
  request relating to how you protect data;
- ensure that everyone who has access to and/or processes personal data are obliged to keep it confidential e.g. if you have a PA or Assistant who has access to your emails or calendar;
- not transfer any personal data outside of the European Economic Area;
- notify [insert *name of organisation delivering this mentoring scheme*] immediately on becoming aware of a data breach;
- not retain or process the mentor/mentee's personal data for longer than is necessary to carry out mentoring.
- 1.1.1 For more information on [insert *name of organisation delivering the mentoring* scheme] data protection practices, please refer to our general Privacy Policy *web link*



### **Code of Conduct**

[Insert name of organisation delivering the mentoring scheme] is committed to maintaining and promoting excellent practice in mentoring.

By taking part in the [insert name of organisation delivering the mentoring scheme] everyone involved agrees to abide by the following standards. These represent expectations of ourselves and each other. They should guide the way everyone behaves. We ask that everyone:

- Behaves respectfully, professionally, ethically and legally at all times and within
  relevant boundaries e.g. cultural, social. This includes meeting in a suitable venue
  where both parties feel comfortable. Never meet at the home address of either the
  Mentor or Mentee or somewhere where either party feel vulnerable or uneasy.
- Knows where and when to seek support and guidance, and has awareness of the Global Code of Ethics of the European Mentoring and Coaching Council https://www.emccouncil.org/quality/ethics/
- 3. Maintains appropriate levels of confidentiality (for what is spoken and written/electronic records) and knows what is not confidential
- 4. Avoids knowingly discriminating on any grounds
- 5. Is mindful of unconscious bias by taking a respectful and inclusive approach. See the ScreenSkills e-learning module
- 6. Discloses, discusses and manages any conflicts of interests and pulls out if appropriate
- 7. Manages expectations of self and others
- 8. If interviewed for print (including online) or screen, credits the [insert name of organisation delivering the mentoring scheme and mentoring scheme name] and ensures where possible that any references to the scheme and [insert name of organisation delivering the mentoring scheme] are appropriate



# **Mentoring Agreement**

This agreement is designed to ensure quality of the [insert *name* mentoring scheme] and the safety and protection all parties involved; the mentor, the mentee and [insert *name* of organisation delivering this mentoring scheme]. Please read and sign this agreement to confirm you have understood what to expect, what is expected and your involvement in the scheme.

- 1. I have read, understood and agree to abide by what is outlined in the Code of Conduct and any additional guidance given e.g. guides and briefings
- 2. I understand that:
  - a. [insert name of organisation delivering this mentoring scheme] involvement has involved identifying and introducing the mentoring partners, monitoring and evaluating the mentoring scheme
  - b. I enter into mentoring at my own risk and am responsible for any actions I take as a result of participating in mentoring
  - c. Mentors and mentees are not paid to take part by [insert the *name of organisation delivering this mentoring scheme*] mentoring scheme
  - d. [insert name of organisation delivering this mentoring scheme] and the mentoring partner are not liable for any loss, damage, costs or expenses of any kind of an indirect or consequential nature arising from the mentoring process and activities

### I agree to:

- Respond to calls and emails made to me by the [insert name of organisation delivering this mentoring scheme] mentoring team and the mentoring partner in a timely and professional manner
- 4. Prioritise the mentoring meetings to ensure they take place within the time frame
- 5. Prepare appropriately for the mentoring meetings as outlined in any guidance given
- 6. Be a role model and champion for mentoring
- 7. Promote mentoring within my sector and the wider screen industry
- 8. Contact the relevant person in [insert name of organisation delivering this mentoring scheme] if I am facing any difficulties within the mentoring partnership including attending the meetings: [insert name of individual/email/phone number]





- 9. Comply with all monitoring and evaluation activity that [insert *name of organisation delivering this mentoring scheme*] may carry out, before, during and after the mentoring, e.g. at 6 monthly intervals up to 2 years after the end of the mentoring
- 10. Abide by the Data Protection and Confidentiality Agreement
- 11. Where possible assist [insert *name of organisation delivering this mentoring scheme*] with any marketing activities e.g. feedback and quotes
- 12. Act in good faith towards [insert *name of organisation delivering this mentoring scheme*] and any Companies facilitating or participating in the scheme and not bring mentoring into disrepute
- 13. Have read & understood [insert *name of organisation delivering this mentoring scheme*]

  Privacy Policy, including section 'Disclosing and sharing your information'.

I agree to the points in the mentoring agreement, code of conduct and data protection and confidentiality sections above:

Date:		
Name:		
Signature:		
I am a:	Mentor	Mentee
Email:		
Phone number:		