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## FEAL Mentoring Initiative Agreement

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### Overview of the Agreement

Research shows that external mentoring programs (i.e. where the Mentor and Mentee are from separate organisations) often outperform internal programs. When the Mentor is not involved in promotion decisions, salary reviews and internal politics, both the Mentor and Mentee can have a higher level of openness within the mentorship.

However, external mentoring programs do come with their own barriers and complications in the form of confidentiality, conflict of interest and the risk of participants using the program to secure future employment or to recruit.

The success of our mentoring initiative is built on a foundation of trust between the Mentor, the Mentee and FEAL. The Initiative must be approached in the spirit it has been created, otherwise FEAL will no longer be able to deliver the initiative.

The FEAL Mentoring Agreement covers these essential elements of trust, specifically covering the areas of confidentiality, conflict of interest and anti-poaching.

### Consider Confidentiality and Conflict of Interest from the Outset....

Participants will be directors, officers and / or employees and therefore are subject to statutory and general law duties owed by them to their employer. This includes a duty to act in the best interests of their employer. As a trustee director or officer, they may also have broader duties.

When participants are informed of their matches, it is important that if either one identifies a potential conflict of interest (either real or perceived), the participant advises FEAL immediately.

Scenarios where conflicts could arise include:

- The Mentor and Mentee both utilise the same service provider and have conflicting demands or issues with that service provider.
- The employers of the Mentor and the Mentee use the same fund manager as a service provider. The Mentor's employer is dissatisfied with the performance of the fund manager because of a particular incident known only to their employer and the fund manager. The Mentor wants to share this information



with the Mentee. If this information is shared, the Mentee may feel a duty to share this information with their employer. The Mentee may feel that sharing this information may also progress their career with their employer. However, if the information is shared, it may lead to the fund manager taking action against the Mentor's employee for a breach of confidentiality or some other duty in the outsourcing agreement.

### **Keep Confidentiality and Conflict of Interest Top of Mind throughout the Mentorship...**

Topics discussed by Mentors and Mentees may be a personal opinion or of a sensitive, controversial or commercially sensitive nature and therefore strict confidentiality must be maintained between Mentors and Mentees in all matters.

For the duration of the mentorship, participants should avoid topics that involve confidential information and topics that could cause a conflict of interest. They should consult with their manager in setting parameters of topics that can be discussed and topics that cannot be discussed within the confidence of the mentoring relationship. This will help to avoid conflicts arising and also give participants the comfort of being able to respect the duty of confidentiality within the mentorship relationship.

If either participant identifies a conflict (or potential conflict), that person should bring any conversation to a close, and advise FEAL that a conflict of interest has arisen.

FEAL will provide training and guidance to participants in relation to preventing conflicts arising and managing any conflicts that do arise.

### **Anti-Poaching**

It is imperative for the success of the FEAL Mentoring Initiative that mentoring is not a means of recruitment or securing future employment. The integrity of the mentoring relationship is compromised if Mentors offer Mentees employment. Similarly, Mentees should seek neither employment nor sponsorship from their Mentor.

Participants are asked to commit to an 'anti-poaching' principle for a period of 18 months from the date at which they concluded their mentoring experience.



## The FEAL Mentoring Initiative Agreement

We, ..... (mentor) and .....  
(mentee) voluntarily commit to participate in the FEAL Mentoring Initiative for the period of 12 months.

We will:

- Participate in the Mentoring Initiative online Training;
- Meet at least once every 4-6 weeks for 60-90 minutes;
- Have a genuine interest and commitment in the mentoring initiative;
- Be objective, honest and supportive;
- Act ethically and with respect towards all participants;
- Respect and maintain strict confidentiality;
- Disclose any potential conflicts of interest;
- Contribute to discussion and resolution of issues raised in meetings; and
- Participate in Mentoring Initiative evaluation and review.

We acknowledge that either person has the right to discontinue the mentorship for any reason on a no-fault basis and we will follow the mentorship closure guidelines. We release FEAL from any liability for any losses we as participants, our employers or our superannuation fund may suffer directly or indirectly through participation in the initiative.

### **Confidentiality**

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#### ***Definition of Confidential Information***

Confidential Information is proprietary, non public or information of a commercially sensitive nature concerning the mentee or mentor's business or operations. Confidential information can be in written, verbal or electronic form and includes (but is not limited to):-

- Company policies, systems and protocols;
- Information about the business such as pricing information; marketing and strategic plans; commercial and business plans; financial information and operational information/methods;
- Information about employees and clients; and
- Emails, diaries or schedulers.

## **Your Responsibilities**

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You must keep confidential the contents of all mentoring discussions.

The FEAL Mentoring Initiative is not a forum in which to breach the confidences. Accordingly, you should not discuss matters confidential to your employer without your employer's consent.

You agree to respect the confidentiality of information and documents to which you have access in the course of or arising from the mentorship.

You must ensure custody of confidential information in your control or possession, and take all reasonable steps to prevent the use or disclosure of confidential information by any person. This includes ensuring that all confidential documents are locked away at all times and no confidential documentation is left on your desk or in unlocked filing cabinets at any time.

You must not discuss any issue pertaining to the business of the mentor/mentee with any section of the media.

You must not, during the mentorship or after closure of the mentorship, directly or indirectly use or disclose (or attempt to use or disclose) any confidential information for any purpose.

## **Conflict of Interest**

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### ***Definition of Conflict of Interest***

A conflict of interest arises when your personal interests, or those of people close to you, conflict with the impartial performance of your role as mentor / mentee. These conflicts may be actual, potential or perceived.

A conflict of interest could exist where you have a personal interest, or a partner, relative or anybody close to you has an interest that could lead you to be influenced in the way you carry out the mentorship. The perception of a conflict of interest could arise where circumstances exist which lead a reasonable person to think that you could be influenced.

What is commonly known as a conflict of interest may in fact be a conflict of duty or a conflict of duty and interest. For example, a mentee's duty of confidentiality to their mentor may be in conflict with the mentee's duty to their employer, the mentee's interests and / or the employer's interests.

**Your Responsibilities**

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You must not, at any time during or after the mentorship, use information from the mentorship for personal gain or to the detriment or likely detriment of the mentor / mentee.

If the information provided to you throughout the mentorship poses a conflict of interest or duty, either real or perceived, you must disclose the fact of the conflict to FEAL immediately.

**Anti-Poaching**

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**Definition of Poaching**

To persuade employees or customers of another company to become your employees or customers instead. To take ideas that belong to another person, company, etc. and use them for yourself, especially in a secret and dishonest way. To persuade an employee from another organization to come and work for you.

**Your Responsibility**

You must not, at any time during the mentorship, or an 18-month period from the date at which the Mentoring Initiative Closure Agreement was signed, offer or seek employment from your mentor / mentee.

Mentor's signature: ..... Date:

Name: .....

Witnessed by: .....

Witness name: .....

Mentee's signature: ..... Date:

Name: .....

Witnessed by: .....

Witness name: .....



## FEAL Mentoring Initiative: Employer Agreement

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### Overview of the Agreement

FEAL is dedicated to supporting the professional development of leaders in the superannuation industry. We provide members with an arena in which to discuss industry issues and learn from peers.

FEAL offers this initiative to its members in good faith and in an effort to support the personal and professional development of senior executives in super and foster the sharing of insight, knowledge and skill between fund executives and enrich the leaders in our industry.

FEAL has made every effort to structure this initiative to enable participants to achieve this purpose but accepts no liability for any loss suffered directly or indirectly through participation in the initiative by the mentor or mentee or indirectly by their employers or any superannuation fund.

### The Employer Agreement

I, ..... [insert name and title]  
have read the FEAL Mentoring Agreement and am duly authorised to consent to

..... [insert name of mentee or mentor]  
participating in the FEAL Mentoring Initiative.

I release and am duly authorised to release FEAL from any liability for any losses the participant, our company or our superannuation fund (if applicable) may suffer directly or indirectly through participation in the initiative.

### Engaging the Mentee's Manager

It is highly desirable that the Mentee's Manager is aware and supportive of the mentees' participation in the FEAL Mentoring Initiative. Mentees should discuss their development objectives with their Manager and seek the Manager's input and guidance in identifying and articulating areas for development through the



mentoring initiative. They should also obtain their Manager's, or any other necessary person's approval of the scope of topics to be discussed.

Mentees and their Managers should determine expectations at the outset and discuss the extent to which the supervisor is involved / appraised of the progress of the mentoring relationship.

The Manager will receive any information regarding the mentorship directly from the Mentee and should not make contact with the Mentor to discuss any aspect of the Mentee's employment.

Managers must respect the principle of confidentiality that exists between the Mentor and the Mentee.

Manager/Chair's signature: ..... Date:

Name: .....

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## FEAL Mentoring Initiative - Closure Agreement

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### Overview of the Agreement

The formal mentorship will end between the Mentor and Mentee after a period of 12 months. An informal mentorship may continue beyond the FEAL Mentoring Initiative, or the Mentor and Mentee may realise that the mentorship has run its course and end the mentorship at the end of the formal period.

A formal closure of the mentoring initiative must be completed at the end of the initiative (or earlier if the mentorship ends prematurely).

There may be cases where mentorships end prematurely for a variety of reasons and in these situations a 'no fault' closing of the relationship is necessary. A 'no fault' closure can be initiated by either the Mentor or Mentee and detailed explanations do not have to be provided. The aim of a 'no fault' closure is to ensure a win-win situation and that there is no blame involved.

### Mismatched?

The matching of Mentors and Mentees is undertaken by the CEO of FEAL. Suitable matches are then determined based on: -

- The role and experience of the Mentor and Mentee
- Location
- Organisation
- The Mentee's objective

If either the Mentor or Mentee is uncomfortable with the pairing or decides the mentorship is not successful, the Mentorship Closure Form should be used to initiate a no-fault closure.

It is strongly encouraged that the Mentor and Mentee discuss the termination of their mentorship with FEAL prior to concluding the mentorship.





**FEAL Mentoring Initiative - Closure Agreement**

As of today, we, (Mentor) ..... and (Mentee) ..... have ended our formal mentorship. The formal mentorship has ended for the following reason(s) (please tick):

- The full 12 month period is complete
- Mentor/Mentee cannot make the time commitment
- Personality conflict
- Do not have similar professional interests
- Other

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We acknowledge and appreciate the efforts of each other over the course of the Mentoring Initiative and agree to maintain confidentiality of all aspects of our mentorship.

Mentor's Signature: ..... Date:

Name: .....

Mentee's Signature: ..... Date:

Name: .....