

## **„BeFriend Vilnius“**

### **Terms and Conditions**

“BeFriend Vilnius” is a mentorship project organised by International House Vilnius (VŠĮ “Go Vilnius”, identification number: 123641468; address: Gynėjų g. 14-111, Vilnius) – Vilnius city official tourism and business development agency (hereinafter – **Organiser**). The mentorship project is organised in accordance with these “BeFriend Vilnius” terms and conditions (hereinafter – **Terms**).

Please read these Terms carefully before joining or participating in the mentorship project. The Mentor and (or) the Mentee must read and accept all of the terms and conditions contained in these Terms.

#### **I. About the mentorship project and the project scope**

1. “BeFriend Vilnius” is a mentorship project aimed at Vilnius city refugees, asylum seekers and other newcomers, who need help taking the first steps and catch up in administrative processes (hereinafter – **Project**). The Project’s goals are to provide practical advice and help people to integrate into the city life quickly, to build a mutual and respectful human relationship.
2. The Project takes place only in the city of Vilnius. With the mutual consent of the Mentor and Mentee, other cities can be visited as well.
3. The Project is indefinite. The Organiser has the right to change the Project term and end the Project at any time of its choice.
4. This is a non-profit Project and participation in it is free of charge. Additionally, no financial help should be expected to be received from the Organiser to the Mentor and the Mentee.

#### **II. General requirements for Project participants**

1. All Project participants (hereinafter – **Mentees**) must be 18 years of age. Participants who are younger than 18 years must be accompanied by their legal guardian (parent or guardian).

#### **III. General requirements for Project volunteers**

1. All Project volunteers (hereinafter – **Mentors**) must be over 18 years of age.
2. Mentors are not required to have any professional skills and background in any field.
3. To join the Project, the Mentor must fill in the registration form provided by the Organiser on its website. The Mentor must meet the entry criteria outlined within the registration form in order to be chosen and accepted to the Project.
4. By joining the Project, the Mentors acknowledge and confirm they have evaluated the sensitivity of the Project (i.e., current events) and the fact that some Mentee meetings may be emotionally challenging and could lead to difficult and sensitive topics such as politics, personal Mentee experiences, etc. The Mentors undertake to be calm and maintain a constructive meeting format in order to achieve the goals of the Project.

5. Mentors agree to receive an invitation and join a Facebook group, specifically created by the Organiser for the Project. The group is used as one of the tools to support Mentors and to provide the Mentors with the relevant information about the Project.

6. Mentors must respect the sensitive nature of the meetings with the Mentees. The Mentor must respect the privacy and confidentiality of the meetings, the information shared by the Mentees. Mentors are forbidden to disclose any private and (or) confidential information disclosed during the meetings without a prior consent of the Mentee as described in detail in Section 6 of these Terms.

7. The Mentor understands and agrees that they are volunteering their time to the Project only, the Mentor has not been promised and does not expect any compensation or anything of value in exchange for volunteering from the Organiser or the Mentee.

8. Mentors has the right to end volunteering at the Project at any time by giving the Organiser notice in writing at least three days before their next scheduled meeting with the Mentee. The Mentees under the Mentor are then assigned to another Mentor by the Project Organiser.

#### **IV. Mentor and Mentee meetings**

1. The Project is organised by using an automated system. Initial communication between the Mentor and Mentee is done by email.

2. Mentees who wish to participate in the Project must fill in a questionnaire form on the Organiser's website. The Mentee must provide their contact information (name, surname, e-mail, phone number) and meeting preferences such as an option to informally learn Lithuanian language, meeting method (online or in person).

3. After the Mentee submits the questionnaire, Mentees and Mentors will receive a notification of "*a match*" by e-mail. The Mentor and the Mentee are selected in accordance with the preferences indicated by the Mentee in the questionnaire. The system's filters, which select Mentors, include their age range, languages spoken, family (marital) status.

4. The system automatically will send out a confirmation email to both Mentor and the Mentee about the *match*, with the contact information for the Mentee and the Mentor. It is recommended for the Mentor to initiate the first meeting with the assigned Mentee.

5. It is recommended for the Mentor and the Mentee to communicate and organise meetings at least twice in a month or more often, if possible. The format, time, frequency and the numbers of the meetings is chosen by the Mentor and Mentee themselves.

6. Mentors are recommended to offer Mentees 3 different available timeslots for the first meeting. The Mentee can choose one of the meeting times suggested by the Mentor.

7. The Mentor and the Mentee can plan the meetings to be held any day of the week (from Monday to Sunday). It is recommended to choose meeting times between 8:00 AM to 8:00 PM.

8. The Organiser recommends the Mentor and the Mentee to choose a public place for the meeting e.g., INTERNATIONAL HOUSE VILNIUS, Konstitucijos av. 3, unless both parties agree on an alternative meeting point beforehand.

9. In the event where no Mentor is available based on the answers on the Mentee's questionnaire form, the Mentee will receive an e-mail with the option to select different criteria in order to be matched with an available Mentor. Once the Mentee adjusts the meeting criteria, filtering a new list of Mentors can take up to 3 working days.

10. After the Mentee is assigned to the Mentor and the first meeting time is suggested to the Mentee, the topics for conversation and its' effectiveness will depend mostly on the initiative of the Mentees themselves. Although Mentors may have their strong areas regarding how they could help the Mentees, the issues to be discussed by the Mentor and the Mentee depend only on what the Mentee is willing to talk about and the scope of the meeting agreed upon by both of the parties. The Mentor and the Mentee should mutually show initiative, patience, curiosity, the ability to lead a relationship, find meeting times suitable for both participants. It is suggested for the Mentees to think about questions in advance and share them with the Mentor before meetings, so that the Mentor can prepare better.

11. After the end of the meeting, the Mentee and the Mentor will be sent a meeting evaluation form by email. The Mentee and the Mentor are not required to answer the questionnaire, but the Organiser highly suggests taking the time and submit answers so that the Organiser can improve the quality of the Project. This questionnaire will not be anonymous. The Organiser reserves the right to carry out an evaluation of the Project and send evaluation questionnaires to the Mentee and the Mentor as it deems necessary.

12. If for some reason the Mentee or the Mentor is no longer able to participate in the meeting, he / she must inform the other party via the provided contact information (e.g., e-mail).

13. The Mentor undertakes to initiate and carry out at least 2 one-hour meetings with the Mentee in a form, at a time and frequency that is convenient for both of the parties.

## **V. Liability**

1. In no event shall the Organiser or any of its directors, employees be liable for consequential, indirect, incidental, punitive damages, cost expenses, or losses (including lost profits or opportunity costs), regardless of the form of action, damage, claim, liability, cost, expense, or loss, whether in Terms, statute, tort (including negligence), or otherwise.

2. The Mentor and / or the Mentee undertakes to indemnify and hold the Organiser, its directors, employees harmless from and against any and all liabilities, losses, damages, costs and other expenses (including attorney's costs and fees) arising or relating to any breach of any representation or obligation of the Mentor and / or Mentee established in these Terms, and claim that the Mentor's and / or Mentee's actions harmed or damaged a third party, or any intentional misconduct or negligence by the Mentor while performing any obligations under these Terms. In the event of any third-party claim, demand, suit, or action for which the Organiser is or may be

entitled to indemnification under these Terms, the Organiser may, at their option, require the Mentor and / or Mentee to defend such claim at the Mentor's and / or Mentee's sole expense.

## **VI. Confidentiality**

1. Programme staff and Mentors encounter personal and sensitive information about Mentees. The Mentor undertakes to protect the identity and privacy of the Mentees and not to disclose any confidential information to third parties.
2. Confidential information disclosed by the Mentees should never be discussed in the presence of third parties, except where permission was explicitly given by the Mentees themselves.
3. Confidential information includes, but is not limited to, the following:
  1. Any files and/or documents provided by the Organiser to the Mentor which contain confidential information;
  2. Information which could identify the Mentees, including their names, emails, phone numbers or other contact information;
  3. Information relating to the Mentee family members, family status;
  4. Information regarding the Mentee's immigration status;
  5. Information about the abuse, trauma, and/or persecution experienced by the Mentees;
  6. Any other information that could identify or potentially place the Mentees and (or) their family members at risk.
4. Additionally, the Mentor undertakes to:
  1. Keep all communication between the Project staff, Mentors, other volunteers, and Mentees confidential;
  2. Not to disclose confidential information to a third party without the Mentee's consent to release such information;
  3. Not to disclose confidential information to a third party without the Organiser's knowledge and consent.
5. The Mentor undertakes to keep all information included in Section 6 of the Terms confidential throughout their term as a Mentor of the Project. The confidential information cannot be disclosed by the Mentor indefinitely after the end of their participation in the Project.
6. The Organiser has the right to terminate Mentor's participation in the Project if the Mentor is in breach of their confidentiality obligation established in this Section of the Terms.

## **VII. Personal data processing**

1. Mentor and Mentee personal data will be processed by the Organiser in order to conclude and implement these Terms, carry out the Project, to comply with legal obligations incumbent to the data controller regarding these Terms. The personal data will also be processed on the basis of the legitimate interest of the Organiser, which are the establishment, exercise or defence of legal claims.
2. When processing personal data, the Organiser shall comply with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the

protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (hereinafter – the “**GDPR**”), the Republic of Lithuania Law on Legal Protection of Personal Data and other legal acts governing privacy and protection of personal data.

3. The following personal data of the Mentor may be processed by the Organiser:
  1. Name, surname;
  2. Contact details (phone number, e-mail address);
  3. Age;
  4. Gender;
  5. Family (marital) status;
  6. Spoken languages;
  7. Reasons to become a Mentor;
  8. Other information provided on the introduction to Mentee section;
  9. Information provided by the Mentor on the meeting evaluation questionnaire;
4. The following personal data of the Mentee may be processed by the Organiser:
  1. Name, surname;
  2. Contact details (phone number, e-mail address);
  3. Country or origin;
  4. Age;
  5. Gender;
  6. Spoken languages;
  7. Employment status;
  8. Family (marital) status;
  9. Other information provided in the introduction to Mentor section;
  10. Information provided by the Mentor on the meeting evaluation questionnaire;
5. If the Mentor or the Mentee cannot or will not provide the personal data established in clauses 7.3 and 7.4, they will not be able to participate in the Project. The Mentor and the Mentee confirm that the personal data provided to the Organiser is accurate and shall immediately inform the Organiser if the personal data provided by the Mentor and (or) the Mentee is incorrect.
6. The Organiser ensures that the employees or other persons working for it or under its control are obliged to maintain data secrecy and that they are forbidden by written obligation to process Mentor or Mentee personal data that have come to their knowledge without authorisation. The Organiser will treat Mentor and Mentee’s personal data as confidential.
7. The Organiser has implemented all necessary technical and organisational measures in sense of Art. 32 of the GDPR to ensure the security of Mentor and Mentee’s personal data and the rights of the data subjects in meaning of Art. 15 – Art. 22 of the GDPR can be guaranteed in compliance with the provisions of the GDPR. The Organiser has ensured the appropriateness of the technical and organisational measures.

8. The Organiser shall delete or return the Mentor or the Mentee personal data and any copies of such as soon as the storage is no longer necessary for the Project fulfilment or fulfilling legal obligations the Organiser is subject to.

9. More information about the processing of personal data, data subjects right, etc. can be found in the Organiser's privacy policy. Privacy policy can be accessed at: <https://ihvilnius.lt/privacy-policy>.

10. By agreeing with these Terms the Mentor and (or) the Mentee confirm that they have familiarised themselves with the privacy policy, published on the Organiser's website.

11. If the Mentor or the Mentee has any queries regarding the processing of their personal data, they can contact the Organiser at [befriend@vilnius.lt](mailto:befriend@vilnius.lt).

### **VIII. Other provisions**

1. These terms are governed by the laws of the Republic of Lithuania.

2. In the event of a dispute between the Organiser, the Mentor and / or the Mentee concerning the interpretation, performance or termination of these Terms, the Organiser strongly encourages the Mentor and / the Mentee to contact the Organiser in the first instance to attempt to resolve the disagreement amicably.

3. If no amicable solution to the dispute is found, the Organiser and the Mentor and / or the Mentee agree to refer the dispute to the courts of the Republic of Lithuania.

4. These terms, as may be modified at the discretion of the Organiser from time to time, govern The Organiser's relationship with the Mentors and the Mentees and as such the Organizer intends to rely upon the written terms as set out in them.

5. If any provision of these Terms is held to be invalid or unenforceable by a competent court, the other provisions shall remain valid and in full force and effect.

6. The Terms were last updated on: 23 March 2022.