

Mentor/Protégé Agreement Template

Mentor/Protégé Agreement

between

ABC (Protégé)

and

XYZ (Mentor)

This Mentor/Protégé Agreement (“Agreement”) is between **ABC** (“Protégé”), a Maryland State corporation with its principal place of business at 12345 Alpha Brooks Drive, Suite 211, Baltimore, Maryland 21201, and **XYZ** (“Mentor”), a Virginia Corporation located at 16789 Beta Block Lane, Suite 550, Chantilly, Virginia 20151 (collectively referred to as the “Parties”).

WHEREAS, **ABC** (Protégé) is a SBA-certified 8(a) Business Development (BD) Program participant performing in North American Industry Classification System (NAICS) codes (*include NAICS number and title*) _____ specializing in providing _____. (*Provide a brief description of the Protégé’s capability in performing in its primary NAICS code*).

WHEREAS, **XYZ** (Mentor) is a corporation with a history of providing diversified services in (*Provide a brief description of the Mentor’s technical capabilities and contracting history, especially with the Federal Government*).

WHEREAS, the Parties wish to formalize the proposed Mentor/Protégé relationship between **XYZ** (Mentor) and **ABC** (Protégé) under the U.S. Small Business Administration’s (SBA) Mentor/Protégé Program established pursuant to 13 C.F.R. §124.520; and

WHEREAS, the Parties agree that establishing a Mentor/Protégé relationship can enhance the capabilities of the Protégé and improve its ability to successfully compete for contracts consistent with the goals of SBA’s Mentor/Protégé Program;

WHEREAS, the Protégé can greatly benefit from the assistance that the Mentor proposes to offer, and the Mentor is qualified to provide the material benefits, developmental gains, and technical assistance within the context of the SBA Mentor/Protégé Program; and

WHEREAS, the Parties wish to carry out the goals of this Agreement and the Mentor proposes to provide such assistance as detailed below for at least one year per 13 C.F.R. § 124.520(e)(1).

THEREFORE, consistent with the Parties' goals and the requirements of the SBA Mentor/Protégé Program, the Parties agree to the following:

1. **Assessment of the Protégé's Needs.** As an 8(a) BD Program participant seeking to develop a business base and infrastructure to successfully participate and graduate from the 8(a) BD Program as a viable company, the Protégé requires assistance in the following areas (*Identify each area of business development assistance needed by the Protégé. Assessment should reflect the specific needs of the Protege*):
 - a. Management and technical assistance:
 - b. Financial assistance:
 - c. Business development assistance:
 - d. General assistance:
2. **Assistance to be Provided Protégé by Mentor.** Mentor agrees to assist the Protégé to fully develop the assessed needs as described in paragraph 1 above pursuant to 13 C.F.R. § 124.520. (*Mentor must describe, in detail, how it will provide the assessed needs of the Protégé*).
 - a. Management and technical assistance. The Mentor will . . .
 - b. Financial assistance. The Mentor will . . .
 - c. Business development assistance. The Mentor will . . .
 - d. General assistance. The Mentor will . . .
3. **Preparation of Mentor/Protégé Reports.** The Mentor shall use its reasonable and best efforts to assist the Protégé in preparation of the annual Mentor/Protégé report required by the SBA pursuant to 13 C.F.R. §124.520(f), and shall provide all necessary documentation SBA requires.
4. The Mentor shall annually certify to SBA that it continues to possess good character and a favorable financial position.
5. **Terms of the Agreement.** Mentor agrees to provide such assistance to the Protégé for at least one year pursuant to 13 C.F.R. §124.520(e)(1). Continuation of the Agreement is contingent upon SBA's review of the Protégé's report on the Mentor/Protégé relationship as part of its annual review of the firm's business plan pursuant to 13 C.F.R. §124.403.

6. **Termination Clause.** This Agreement may be terminated as follows:
- a. Voluntary Termination by the Mentor. Pursuant to 13 C.F.R. §124.520(e)(3), the Mentor may voluntarily terminate this agreement if the Mentor no longer wishes to participate in the Program as a Mentor to a Protégé. The Mentor shall notify the Protégé and the SBA in writing at least 30 days prior to the termination date.
 - b. Voluntary Termination by the Protégé. Pursuant to 13 C.F.R. §124.520(e)(3), the Protégé may voluntarily terminate this Agreement if the Protégé no longer wishes to participate in the Program as a Protégé to a Mentor. The Protégé shall notify the Mentor and the SBA in writing at least 30 days prior to the termination date.
 - c. Termination by the SBA. Pursuant to 13 C.F.R. §124.520(f)(3), SBA may decide not to approve continuation of the Agreement if it finds that the Mentor has not provided the assistance set forth in the Agreement or that the assistance has not resulted in any material benefit or developmental gains to the Protégé.
7. **Effect of Termination.** Termination of this Agreement shall not impair the obligations of the Mentor to perform its contractual obligations pursuant to Government prime contracts being performed with the Protégé. Likewise, termination of this Agreement shall not impair the obligations of the Protégé to perform its contractual obligations under any current contract or subcontracts between the Mentor and Protégé.
8. **Modifications.** Pursuant to 13 C.F.R. § 124.520(e)(5), SBA must approve all changes to this Agreement in advance.
9. **Notices and Points of Contact.** The following individuals shall serve as the points of contact for administration of the Agreement and as such are authorized to receive all notices under this Agreement.

<u>XYZ (Mentor)</u>	<u>ABC (Protégé)</u>	<u>SBA District Office</u>
Name/Title	Name/Title	Name of Dist Director
16789 Beta Block Lane, Suite 550 Chantilly, VA 20151	12345 Alpha Brooks Drive Suite 211 New Orleans, LA 70816	Address: Suite/Room City/State/Zip
Telephone	Telephone	Telephone
Fax	Fax	Fax
E-mail	E-mail	E-mail

10. **Status of the Parties.** This Agreement, in and of itself, does not constitute, create or give effect to or otherwise establish a joint venture agreement, partnership, or any other business or organization. Unless provided by the terms of another agreement consistent with the governing regulations, the Parties are and shall remain independent contractors.

11. **Integrated Document.** This Agreement supersedes any and all previous understandings, commitments, or agreements, oral or written, pertaining to the SBA Mentor/Protégé Agreement.

12. **Other Provisions not Previously Discussed (if applicable):**

Subject to the approval of SBA's Associate Administrator for Business Development, this Agreement is entered into and effective as of the date of such approval. The Agreement is officially signed and executed by officials duly authorized to bind the named corporations.

Name of Authorized Signator
Corporate Title
XYZ (Mentor)

Date _____

Name of Authorized Signator
Corporate Title
ABC (Protege)

Date _____

APPROVED:

Luz Hopewell, Associate Administrator
Office of Business Development
U.S. Small Business Administration

Date _____