

Mentor/Protégé Agreement Template

Mentor/Protégé Agreement

between

ABC (Protégé)

and

XYZ (Mentor)

This Mentor/Protégé Agreement (“Agreement”) is between **ABC** (“Protégé”), a Louisiana State corporation with its principal place of business at 12345 Alpha Brooks Drive, Suite 211, New Orleans, Louisiana 70816, and **XYZ** (“Mentor”), a Virginia Corporation 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; and “material benefits” and “developmental gains”

WHEREAS, the Protégé certifies that it does not have another Mentor

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 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 requirement of the SBA Mentor/Protégé Program, the Parties agree to the following:

1. Assessment of the Protégé's Needs. As an 8(a) company 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 (*The Protégé should identify each area of assistance needed and show how this assistance will assist in meeting the business plan targets, goals and objectives, as stated in the SBA-approved business plan*):
 - a. Management and technical assistance
Meets objectives of business plan (SBA Form 1010C) paragraph _____
 - b. Financial assistance
Meets objectives of business plan (SBA Form 1010C) paragraph _____
 - c. Business development assistance
Meets objectives of business plan (SBA Form 1010C) paragraph _____
 - d. Contracting assistance.
Meets objectives of business plan (SBA Form 1010C) paragraph _____
 - e. General and administrative assistance
Meets objectives of business plan (SBA Form 1010C) paragraph _____
2. 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 and when*).
 - a. Management and technical assistance.
 - i. *Assistance the Mentor will provide*
 - ii. *TIMELINE*
 - b. Financial assistance.
 - i. *Assistance the Mentor will provide*
 - ii. *TIMELINE*
 - c. Business development assistance.
 - i. *Assistance the Mentor will provide*
 - ii. *TIMELINE*
 - d. Contracting assistance.
 - i. *Assistance the Mentor will provide*
 - ii. *TIMELINE*
 - e. General and administrative assistance.

- i. *Assistance the Mentor will provide*
- ii. *TIMELINE*

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. 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.
5. Termination Clause. This Agreement may be terminated as follows:
 - i. 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.
 - ii. 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.
 - iii. 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.
6. 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.
7. Modifications. Pursuant to 13 C.F.R. § 124.520(e)(5), SBA must approve all changes to this Agreement in advance.
8. Notices and Points of Contact for the SBA Program Administration. 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.

XYZ (Mentor)

Name/Title
16789 Beta Block Lane,
Suite 550
Chantilly, VA 20151
Telephone
Fax
Email

ABC (Protégé)

Name/Title
12345 Alpha Brooks Drive
Suite 211
New Orleans, LA 70816
Telephone
Fax
Email

9. 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.
10. Integrated Document. This Agreement supersedes any and all previous understandings, commitments, or agreements, oral or written, pertaining to the SBA Mentor/Protégé Agreement.
11. Other Provisions not Previously Discussed (if applicable):

Subject to the approval of the U.S. Small Business Administration'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 this _____ day of _____, 20XX.

Signatory, **ABC** (Protégé)
Signatory Information

Signatory, **XYZ** (Mentor)
Signatory Information

Date _____

Date _____