

# Mentor-Protégé Agreement

MENTOR-PROTÉGÉ agreement between Mentor (Business Name) And Protégé (Small Business Name)

## 1.0 INTRODUCTION

(Insert Prime contractor's name), hereinafter referred to as the Mentor, hereby enters into a Mentor-Protégé Agreement (hereinafter referred to as the Agreement) with (Insert Small Business' name), hereinafter referred to as the Protégé. The Mentor and Protégé meet the eligibility requirements of the program, as indicated by the checked Protégé's status section below. Mentor or Protégé do not have any pending lawsuits, or a pending debarment or suspension action.

## 1.1 PROTÉGÉ SMALL BUSINESS STATUS

(Insert Protégé's name) status is (select all that apply):

- Small business
- Small Disadvantaged Business
- Women-owned small business
- HUBZone small business
- Service-Disabled Veteran-Owned small business
- Veteran-Owned small business

## 1.2 PROTÉGÉ NAICS CODES

Provide a list for the protégé's NAICS Codes, and clearly identify the protégé's primary NAICS code for which it claims the small business status.

SAMPLE:

- 541320 Landscape Architectural Services (Primary)
- 541330 Engineering Services
- 541340 Drafting Services

- 541350 Building Inspections
- 541360 Geophysical Surveying and Mapping Services
- 541370 Surveying and Mapping (Except Geo) Services
- 541380 Testing Laboratories
- 541620 Environmental Consulting Services
- 541690 Other Scientific and Technical Consulting Services

### **1.3 LAWSUITS AND/OR DEBARMENT OR SUSPENSION ACTIONS**

The Mentor and the Protégé certify that they have no pending lawsuits. Also, the Mentor and the Protégé certify that they have no pending debarment or suspension actions as of the date they enter into this agreement.

### **2.0 PURPOSE**

The Mentor-Protégé Program is established to provide an opportunity for eligible small businesses to receive developmental assistance in business and/or technical areas from experienced large or small businesses, in order to assist the small businesses in expanding their capabilities to compete and perform contracts and subcontracts for DOT and its' prime contractors. It is expected that this mentoring experience will also assist the Protégé becoming a successful subcontractor to other government agencies and contractors to the private sector. It is expected that this agreement will foster a long-term relationship between the Mentor and the Protégé, and provide increased opportunities and resources that will contribute to the Protégé's growth. This Agreement is the mechanism used to provide the framework for developmental assistance that will be provided by the Mentor, as well as the conditions under which both parties will operate.

### **3.0 OVERALL OBJECTIVE(S)**

The overall objective of this Agreement is for (Mentor) to assist (Protégé) by moving the firm wherein (Insert the intended results of Mentor assistance--example: their proposal writing will enable them to win more contracts) and/or by in enhancing the (example: marketing, proposal development, networking with potential customers, inventory management, etc.). If the parties enter into a separate subcontract, then the subcontract agreement has its own terms and conditions which might, but not necessarily, correspond to the terms and conditions of this Agreement. To the extent practicable, this Agreement will support the subcontract in place with, or to be placed with, the Protégé.

### **4.0 ASSESSMENT OF PROTÉGÉ STRENGTHS AND WEAKNESSES**

Prior to submitting an Agreement, the Mentor should perform an assessment of the Protégé's capabilities. Results from this assessment should be included in this Section.

## 5.0 MENTOR COMMITMENT

(Insert Mentor's name) and the components of the (Insert Mentor's name) organization, commit to support the Protégé and work to enhance business opportunities and technical capabilities by:

- a)
- b)
- c)
- d)

## 6.0 PROTÉGÉ COMMITMENTS

(Insert Protégé's name), and the components of the (Insert Protégé's name) organization, commit to work with the Mentor in its efforts to assist the Mentor's company, and support the Mentor by:

- a)
- b)
- c)
- d)

**Measurement.** In addition to the developmental assistance plan, please provide factors to assess the protégé firm's developmental progress under the program. Please include such things as the criteria for evaluation of the protégé's developmental success to measure the effectiveness of the relationship including a plan to increase

The quality of the protégé firm's technical capabilities and how the mentor's assistance will potentially increase contracting and subcontracting opportunities for the protégé firm.

**Milestones.** Please define milestones for providing the identified developmental assistance, and include the requirement for the year-end report and final report.

## 7.0 DURATION OF AGREEMENT

## 8.0 PROGRESS REPORTS

(Mentor and Protégé) agree to submit a written progress report at the end of the first year of the Agreement and a final report to the DOT Office of Small and Disadvantaged Business Utilization (OSDBU), in order for the OSDBU to measure progress against the objectives of the. The reports will be due 30 days after the established reporting dates. The progress report will enable the Protégé to convey whether it believes the objectives are being accomplished.

(Insert Mentor name) agrees to submit the progress report to the Program Manager, OSDBU, summarizing the accomplishment of the Agreement. The final report will include the successes as well as "lessons learned" of the mentor-protégé agreement.

This Agreement will be effective when signed on behalf of both parties and approved by DOT, and will remain in effect for a maximum of 24 months. The Agreement will be reviewed for progress at the end of the first year by submission of a Progress report. If any changes are deemed appropriate, this Agreement may be modified by agreement of both parties and with the approval of DOT.

## **9.0 PRIMARY POINTS OF CONTACT**

- a. Mentor: (Mentor name; DUNS Number; primary point of contact and position title; address; city/state/zip code; phone; and e-mail address)
  
- a. Protégé: (Protégé name; DUNS number; primary point of contact; Address; city/state/zip code; phone; and e-mail address.

## **11.0 IMPLEMENTATION-TERMS AND CONDITIONS**

### General

The parties understand that this Agreement is not intended to be a legally binding agreement or vehicle for transfer or commitment of funds or other resources, including a subcontract.

1. Include in this Section Terms and Conditions for the Mentor Protégé agreement
  - 1.
  - 2.
  - 3.
2. Intellectual Property and Proprietary Information

It is specifically understood that disposition of title to and/or rights in and to any intellectual property (including inventions and discoveries, patents, technical data, and copyrights) made or conceived by an employee or representative of the Mentor or Protégé, in the course of or under this Agreement, remains with the initiating party or developer.

The Protégé shall not release to any third party any business or confidential information of the Mentor to which the Protégé may be given access by the Mentor in the course of this Agreement.

## **10.0 TERMINATION PROCEDURES**

Either party may propose to voluntarily terminate or withdraw from its' participation in this Agreement under the conditions outlined below. Such termination shall not relieve either party of any contractual obligation arising in or from a separate subcontract and shall not affect the rights of either party that may have accrued prior to such termination. The termination shall be subject to the following procedure and conditions:

1. The Mentor or Protégé shall furnish written notice of the proposed termination or withdrawal, stating the specific reason for such action, at least thirty (30) business

days in advance of the effective date of such proposed termination to the other party, DOT OSDBU.

**12.0 EXPIRATION OF AGREEMENT**

(Insert Mentor's name) will notify the OSDBU of the date that Agreement will expire. The Mentor and protégé will complete and submit a final progress report to the OSDBU.

**13.0 SIGNATURES**

Mentors and Protégés are required to sign and date the agreement. Titles of the properly authorized individuals should also be included:

**Mentor:**

(Mentor's Primary Point of Contact including title) (Date)

**Protégé:**

(Protégé's Primary Point of Contact including title) (Date)

**DOT Officials:**

(Mentor-Protégé Coordinator) (Date)

(Director, OSDBU) (Date)