

Mentor/Protégé Agreement Template

Mentor/Protégé Agreement

between

[Full legal name of 8(a) Firm]
(the “Protégé”)

and

[Full legal name of Mentor]
(the “Mentor”)

This Mentor/Protégé Agreement (this “Agreement”) is between *[Protégé full legal name]* (the “Protégé”), with its principal place of business located at _____, and *[Mentor full legal name]* (the “Mentor”), with its principal place of business located at _____. (Protégé and Mentor are collectively referred to herein as the “Parties”).

WHEREAS, Protégé is a U.S. Small Business Administration (“SBA”) certified 8(a) Business Development Program (the “8(a) BD Program”) participant performing in North American Industry Classification System (NAICS) codes *[include NAICS numbers and titles]* specializing in providing *[Provide a brief description of the Protégé’s capability in performing in its primary NAICS code]*; and

WHEREAS, Mentor is a company 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]*; and

WHEREAS, the Parties wish to formalize the proposed mentor/protégé relationship between Mentor and Protégé under the SBA Mentor/Protégé Program established pursuant to 13 C.F.R. §124.520 (the “Mentor/Protégé Program”); 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

WHEREAS, Protégé certifies that it does not have another mentor; and

WHEREAS, Protégé will receive “material benefits” and “developmental gains” and can greatly benefit from the assistance that the Mentor proposes to offer; and

WHEREAS, the Mentor is qualified to provide the “material benefits,” and assistance with “developmental gains” 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 pursuant to 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) company seeking to develop a business base and infrastructure to successfully participate and graduate from the 8(a) BD Program as a viable company able to successfully compete for contracts, 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(s)* _____

b. Financial assistance: _____
_____ *Meets objectives of business plan (SBA Form 1010C) paragraph(s)* _____

c. Business development assistance: _____
_____ *Meets objectives of business plan (SBA Form 1010C) paragraph(s)* _____

d. Contracting assistance: _____
_____ *Meets objectives of business plan (SBA Form 1010C) paragraph(s)* _____

e. General and administrative assistance: _____
_____ *Meets objectives of business plan (SBA Form 1010C) paragraph(s)* _____

2. Development Plan. 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 the development plan specifying in detail what assistance it will provide, how it will provide for 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 and/or certifications required by SBA.

4. Term of this 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 this Agreement is contingent upon SBA’s approval following satisfactory review of the Protégé’s report on the Mentor/Protégé relationship as part of its annual review of the Protégé’s business plan update pursuant to 13 C.F.R. §124.403.

5. 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 Mentor to the 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 Protégé to the 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 this Agreement if it finds that the Mentor has not provided the assistance set forth in this Agreement or that the assistance has not resulted in any “material benefits” 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), this Agreement may not be modified without SBA’s prior written approval.
- 8. Notices and Points of Contact for the SBA Mentor/Protégé Program Administration. The following individuals shall serve as the points of contact for administration of this Agreement and as such are authorized to receive all notices under this Agreement.

[Mentor Full Legal Name] _____
Name/Title: _____
Address: _____
City/State/Zip: _____
Telephone: _____
Fax: _____
Email: _____

[Protégé Full Legal Name] _____
Name/Title: _____
Address: _____
City/State/Zip: _____
Telephone: _____
Fax: _____
Email: _____

U.S. Small Business Administration
Attn: Loretta M. Taylor
Acting Assistant District Director
for Business Development
740 15th Street NW, 3rd Floor
Washington, DC 20005
Telephone: (202) 272-0368
Fax: (202) 481-4199
Email: Loretta.Taylor@sba.gov

- 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 this SBA Mentor/Protégé Agreement.

Subject to the approval of the U.S. Small Business Administration's Assistant Administrator for Business Development, this Agreement is entered into and effective as of the date of such approval.

This Agreement is officially signed and executed by officials duly authorized to bind the Protégé and Mentor this _____ day of _____, 20____.

[Protégé Full Legal Name]

[Mentor Full Legal Name]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____