



OMB Control Number 3245-XX  
Expiration Date: XX

## Small Business Administration Small Business Mentor-Protégé Program Agreement

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In order to participate in the Small Business Mentor-Protégé program authorized by section 45 of the Small Business Act, 15 U.S.C. 657r, the protégé is required to submit a fully executed copy of this agreement to SBA. Failure to submit a complete agreement would affect your approval for the mentor-protégé program. SBA will also use the information to help assess whether the proposed assistance is likely to enhance the development of the protégé and not merely further the interest of the mentor.

All information collected will be protected to the extent permitted by law, including the Freedom of Information Act, (5 U.S.C. 522), and the Right to Financial Privacy Act of 1978 (12 U.S.C. 3401).

Submission Requirements: Agreements are to be submitted to [website not yet developed]

Paperwork Reduction Act Burden Statement: According to the Paperwork Reduction Act, no person is required to respond to a collection of information unless it displays a valid OMB Control Number. The time burden for reporting this collection of information is estimated to average 1 hour, including time for reviewing instructions, gathering the data needed, and completing and reviewing the responses. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, Small Business Administration, Chief, AIB, 409 3rd Street, S.W., Washington D.C. 20416 and Desk Officer for the Small Business Administration, Office of Management and Budget, New Executive Office Building, Room 10202, Washington, D.C. 20503. **DO NOT SEND COMPLETED AGREEMENTS TO OMB.**

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[HUBZone, WOSB, SDB, EDWOSB, SB, SDVOSB]  
Mentor-Protégé Agreement

between

XYZ (Proposed Protégé)

and

ABC (Proposed Mentor)



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This Mentor/Protégé Agreement (“Agreement”) is between **XYZ** (proposed protégé), a [State] Corporation with its principal place of business at [Address], and **ABC** (Proposed Mentor), a [State] Corporation [Address] (collectively referred to as the “Parties”).

WHEREAS, **XYZ** (proposed Protégé) is [HUBZone, SDVOSB, SDB, WOSB, EDWOSB, SB] business performing under North American Industry Classification System (NAICS) codes (include NAICS number and title) \_\_\_\_\_ specializing in providing \_\_\_\_\_ . (Provide a brief description of the proposed Protégé’s technical capabilities in performing in its primary NAICS code.)

WHEREAS, **ABC** (proposed Mentor) is a Corporation, Limited Liability Company, etc. 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** (proposed Protégé) and **ABC** (proposed Mentor) under the Small Business Administration’s (“SBA”) Small Business Mentor-Protégé Program established pursuant to 13 C.F.R. Part 121/125/126/127 ; and

WHEREAS, the Parties agree that establishing a mentor/protégé relationship will enhance the capabilities of the Protégé and improve its ability to successfully compete for contracts consistent with the goals of SBA’s Small Business Mentor-Protégé Program; and that this relationship will result in material benefits and developmental gains to foster the proposed protégé’s growth and development.

WHEREAS, the Protégé certifies that it does or does not have another Mentor as stated in Paragraph 12(a) of this Agreement;

WHEREAS, the proposed Protégé can significantly benefit from the business development assistance that the proposed Mentor proposes to offer, and the proposed Mentor is qualified to provide the material benefits, developmental gains, and assistance within the context of the SBA Small Business Mentor-Protégé Program; and

WHEREAS, the Parties wish to carry out the goals of this Agreement and the proposed Mentor proposes to provide such assistance as detailed below for a minimum of one year and renewable yearly.

THEREFORE, consistent with the Parties goals and the requirement of the SBA Small Business Mentor/Protégé Program, the Parties agree to the following:

1. **Assessment of the Protégé’s Needs.** (The Protégé should identify each area of assistance needed and show how it will assist in meeting the business plan targets,



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*goals and objective. As a small business seeking to develop a business base and infrastructure to successfully perform as a viable company, the proposed Protégé requires assistance in the following areas:):*

- a. Management and technical assistance  
\_\_\_\_\_  
*(incorporate the objective into the Agreement)*
- b. Financial assistance  
\_\_\_\_\_  
*(incorporate the objective into the Agreement)*
- c. Business development assistance  
\_\_\_\_\_  
*(incorporate the objective into the Agreement)*
- d. Contracting assistance  
\_\_\_\_\_  
*(incorporate the objective into the Agreement)*
- e. General and administrative assistance  
\_\_\_\_\_  
*(incorporate the objective into the Agreement)*

**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. Part 125/126/127. (*Mentor must describe in detail (see below: a through e) - **HOW** it will provide the assessed needs of the Protégé, **WHO** (name and title) in the Mentor organization will assist and train the Protégé in meeting its goals and objectives, and **WHEN**.*)

- a. Management and technical assistance.
  - i. *Assistance the Mentor will provide*
  - ii. *TIMELINE (Schedule of Milestones i.e. weekly, bi-weekly, monthly, quarterly, etc.)*
- b. Financial assistance.
  - i. *Assistance the Mentor will provide*
  - ii. *TIMELINE (Schedule of Milestones i.e. weekly, bi-weekly, monthly, quarterly, etc.)*
- c. Business development assistance.
  - i. *Assistance the Mentor will provide*



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etc.)  
ii. *TIMELINE*(Schedule of Milestones i.e. weekly, bi-weekly, monthly, quarterly,

d. Contracting assistance.  
i. *Assistance the Mentor will provide*  
ii. *TIMELINE* (Schedule of Milestones i.e. weekly, bi-weekly, monthly, quarterly,  
etc.)

e. General and administrative assistance.  
i. *Assistance the Mentor will provide*  
ii. *TIMELINE* (Schedule of Milestones i.e. weekly, bi-weekly, monthly, quarterly,  
etc.)

3. **Preparation of Mentor/Protégé Reports.** The Mentor shall use its reasonable and best efforts to assist the Protégé to prepare the annual Mentor Protégé Benefits Report required by the SBA pursuant to 13 C.F.R. Part 125/126/127, and shall provide all necessary documentation required by SBA.

4. **Terms of the Agreement.** Proposed Mentor agrees to provide such assistance to the Protégé for at least one year. Continuation of the Agreement is contingent upon SBA's review of the Mentor Protégé Benefits Report as required by 13 CFR Part 125/126/127.

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5. **Mentor's Failure to Provide Mutually Agreed upon Assistance.** Should the mentor breach its agreement to provide mutually agreed-upon assistance to the proposed Protégé as outlined in this Agreement, the mentor understands that SBA reserves the right to act on behalf of the Proposed Protégé and the integrity of the SBA in one of the following ways:

- (1) The Mentor will be provided an opportunity to respond to non-compliance within 30 days of notice by SBA;
- (2) SBA assumes the right to terminate the Mentor/Protégé Agreement;
- (3) The Mentor could be ineligible to participate in SBA's Mentor/Protégé Program for two (2) years;
- (4) SBA can recommend a stop work order for each contract the Mentor/Protégé are performing as a joint venture and where they have received the exclusion from affiliation;
- (5) SBA may authorize substitution of the Protégé firm on behalf of the joint venture; and,
- (6) Failure to provide the agreed upon assistance may constitute grounds for Government-wide suspension or debarment.



6. **Termination Clause.** This Agreement may be terminated as follows:

- i. Voluntary Termination by the Mentor. 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. 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. 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.
- iv. Other Termination Conditions. This Agreement will terminate 3 years after the date of approval, unless SBA extends the agreement for an additional three years. Termination of the Agreement does not impact contractual Agreements undertaken during the active stages of the Mentor/Protégé relationship. Therefore, contractual obligations must be satisfied in accordance with terms and conditions set forth in the contract.

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.** SBA must approve all changes to this Agreement.

9. **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 (Protege)  
Name/Title  
Address,  
Suite Number  
City, State Zip

ABC (Mentor)  
Name/Title  
Address  
Suite Number  
City, State Zip



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Telephone  
Fax  
Email

Telephone  
Fax  
Email

**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 in the Agreement (if applicable):

- (a) Protégé does ( ) does not ( ) have another SBA approved Mentor/Protégé Agreement.
- (b) Mentor is ( ) is not ( ) participating in any other formal Mentor-Protégé Programs governed by other agencies.
- (c) Mentor does ( ) does not ( ) have another SBA approved Mentor-Protégé Agreement.
- (d) Mentor does ( ) does not ( ) certify that it possess good character and a favorable financial position.

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, XYZ (Protégé Signatory,  
Signatory Information

\_\_\_\_\_  
ABC (Mentor)  
Signatory Information



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Date \_\_\_\_\_

Date \_\_\_\_\_