

(For "Example" Purposes ONLY!)

Stephen F. Austin State University Historically Underutilized Business Mentor-Protégé Program Agreement

The Stephen F. Austin State University Mentor-Protégé Program is designed under authority of Section 2161.065, Texas Government Code to facilitate mentor-protégé relationships that build and strengthen the capacity of historically underutilized businesses to successfully compete for state contracts. The parties to this agreement agree to participate in the SFA Sponsored Mentor-Protégé Program.

1. Mentor Firm Information

- Name of Firm: _____
- Contact Name: _____
- Position Title: Owner/Manager
- Address: _____
- Telephone: () _____
- Fax: () _____
- E-Mail: _____
- Web Site: _____

2. Protégé Firm Information

- Name of Firm: _____
- Contact Name: _____
- Position Title: Owner/Manager
- Address: _____
- Telephone: () _____
- Fax: () _____
- E-Mail: _____
- Homepage: _____

3. Development Program

(Mentor) plans to provide developmental assistance in the following areas:

- Marketing to the government
- Business development
- Legal/contractual support on joint opportunities
- Pricing techniques and formats when responding to government opportunities
- Technical assistance in the area of information systems

(The above topics are listed as examples only; this section is to be tailored to the specific needs of the Protégé and assistance to be provided by the Mentor)

The parties agree to jointly identify opportunities available in the government marketplace. Using the knowledge gained in the past by (Mentor), proposal strategies may be developed, competitive intelligence may be analyzed and pricing/profitability goals established for responses to Invitations To

Bid and/or Requests For Proposals. This interaction will provide “on-the-job training” to (Protégé) in the methodologies used when addressing the government market.

4. Milestones (Agreement Objectives)

Monthly Meetings

- Discuss available IFBs and RFPs and identify teaming opportunities
- Make bid/no bid decisions on released IFBs and RFPs
- Review status of proposals in process
- Review status of ongoing contracts

(The above topics are listed as examples only; this section is to be tailored to the specific needs of the Protégé and assistance to be provided by the Mentor during regular meetings.)

Quarterly Meetings

- Assess progress of the Development Program outlined herein
 - Review the past quarter’s activities, pertaining to the Development Program outlined herein
- Plan ensuing quarter’s activities(The above topics are listed as examples only; this section is to be tailored to the specific needs of the Protégé and assistance to be provided by the Mentor during regular meetings.)

5. Progress Reports

Progress reports are to be submitted to the SFA HUB Coordinator at a minimum twice per year prior to March 15 and September 15 detailing the previous 6 months’ activities.

Reports may include, but are not limited to information regarding bid opportunities identified, bids submitted, contracts won, subcontracting opportunities, teaming opportunities, and specific progress in relation to the Development Plan outlined herein.

6. Program Participation Term (Term of Agreement)

The Mentor and Protégé will determine this time-frame together. However, the term of this SFA Sponsored Agreement shall not be less than 12 months and shall not exceed 24 months.

7. Agreement Termination Procedures

Either party may terminate this agreement for cause or convenience. In the event of termination for convenience, thirty days advance notice will be given the other party. Neither party shall terminate this agreement for convenience and continue in the Mentor-Protégé Program with another party. In the event of termination for cause, written notice shall be provided by the terminating party stating the reason for termination and offering a thirty day period during which the other party may offer reasons why the termination should not occur, including a plan to cure the reasons for the termination. After reviewing the response, the terminating party may elect to continue the program or issue a formal termination. In no event is the termination subject to appeal to Stephen F. Austin State University.

8. Acknowledgement - Signed Agreement

Participants shall indemnify and hold harmless Stephen F. Austin State University, its employees, officials and agents from and against any and all claims from any person, which arises out of or is related to participation in this Mentor-Protégé Program.

The purpose of this Mentor-Protégé Program is the development of appropriate business relationships. Stephen F. Austin State University shall not be responsible for the interactions between and among program participants, the primary purpose of which is not the development of appropriate business

relationships. Therefore, each Mentor, Protégé, and their respective employees, officials and agents hereby agree to indemnify and hold harmless the State of Texas and Stephen F. Austin State University, its employees, officials and agents regarding such interaction.

Participation in the Mentor-Protégé Program by any participant organization or any participating employee, official or agent may be terminated by Stephen F. Austin State University at any time.

Parties to this agreement acknowledge that the participation by the Mentor and Protégé is voluntary. It is also understood that this agreement is neither a guarantee for a contract opportunity nor a promise of business; but the Program's intent is to foster positive long-term business relationships.

Three original copies of the agreement will be drawn. One to be retained by the Mentor, one to be retained by the Protégé and one to be retained by the SFA HUB Coordinator.

Parties agree to comply with the obligations of the Mentor-Protégé Program as outlined by SFA.

(Mentor)

(Protégé)

Signed: _____

Signed: _____

Title: _____

Title: _____

Date: _____

Date: _____

**Mentor-Protégé Program Sponsor
Stephen F. Austin State University**

Signed: _____

Title: President _____

Date: _____