

Minority and Women-owned Business Enterprise Mentorship Agreement By and Between

_____ (Project Name)

_____ (Mentor) And _____ (Protégé)

_____ (Contract #) _____ (Contracting Agency)

This Mentorship Agreement establishes terms and conditions under which the Mentor shall provide capacity-building training and technical assistance to the Protégé.

1. Mentorship Training

This section of the Mentorship Agreement establishes a curriculum describing the training and technical assistance that the Mentor will provide to the Protégé. The curriculum shall include information related to the goals for which the Protégé will be expected to meet as a measure of growth and development throughout the mentorship, and the specific training activities the Mentor will undertake with the Protégé.

a. Protégé Needs and Goals

The Protégé, in the space provided below, should describe the Protégé’s goals for developing new skills or capabilities through this mentorship, and any challenges faced in performing the scope of work.

b. Training Activities and Supervision

The Mentor and Protégé, in the space below, should identify specific training activities they will engage in during the mentorship. Training activities could include, but are not necessarily limited to, the interpretation of plans and specifications, the use and maintenance of equipment, the preparation of work product for a client, the use of the Mentor’s proprietary products or processes, industry-specific marketing or business development, use of Mentor’s facilities or equipment, or business plan development.

c. Milestones

The Mentor and Protégé, in the space below, should identify milestones for demonstrating progress in the mentorship. Milestones could include, for example, the development of task competencies, such as the ability of Protégé’s staff to operate a particular piece of machinery, or the completion of certain numerical goals, such as facilitating meetings between Protégé and potential consumers of Protégé’s goods or services.

2. Mentorship Term

Prior to contract execution, Mentor, Protégé, and State Agency/Authority (AG/AU) personnel (the “Parties”) shall submit a Mentorship Proposal to the Division of Minority and Women’s Business Development (“DMWBD” or “Division”) for review. During the review process, DMWBD’s Business Development team will schedule a pre-launch meeting with the Parties to review, establish, and approve the submitted Mentorship Proposal. Upon approval of the Mentorship Proposal, the Parties shall enter into a Mentorship Agreement (“Agreement”). Said Agreement shall only become effective upon dual execution thereof by Mentor and Protégé; and approval by the Division. The Agreement shall remain in full force and effect for the duration of the underlying contract between the Contracting AG/AU and the Mentor, or until such time that the Mentor and Protégé have achieved the milestone set forth herein, whichever is sooner.

3. Reporting

Throughout the duration of the MPP Agreement, DMWBD’s Business Development team will schedule monthly meetings with the Parties for the purpose of reporting mentorship progress and updates on the performance of the MPP Agreement and the underlying project. Such monthly meetings may be held via conference call or in-person, depending on feasibility. Mentor and Protégé shall also jointly prepare collaborative quarterly reports documenting their progress to achieve the milestones set forth herein and shall be submitted to the Director of Business Development for the DMWBD and the Contracting Agency by no later than the 15th day of January, April, July, and October, for each quarter of the MPP Agreement.

4. Termination

Termination of this agreement will be subject to such termination provisions provided in the underlying contract and also subject to DMWBD review and approval.

At such time termination is approved, the Mentor shall remain obligated to obtain another Protégé for the purpose of completing the scope of work in the underlying contract, or in the alternative, must seek a waiver.

5. Representations by Mentor

The Mentor certifies that:

- (a) The Mentor shall promptly update this Mentorship Agreement to reflect any material changes to milestones.
- (b) The Mentor has not previously worked with listed Protégé in any other Mentor Protégé Program within the past five (5) years.

6. Representations by Protégé

Protégé certifies that:

- (a) Protégé is a New York State-certified Minority or Women-owned Business Enterprise;
- (b) Protégé employs at least one person who provides services to clients of the Protégé other than the Mentor; and
- (c) Protégé will not subcontract any portion of any work Protégé performs for the Mentor as part of this Mentorship Agreement.

In addition to the above Representations of the Protégé, the Division strongly encourages that the Protégé have a physical presence in the State of New York, with a gross revenue of at least \$100,000, and less than \$3 Million, and has been a participant of the NYS Business Growth Accelerator (BGA).

Mentor

Date

By: _____
PRINT NAME

Title: _____

Protégé

Date

By: _____
PRINT NAME

Title: _____