



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

("Mentor")

and

("Protégé")

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

1. Mentorship Training

This section of Mentorship Agreement establishes a curriculum describing the training and technical assistance that Mentor will provide to Protégé. The curriculum includes information related to the goals for Protégé's growth and development through the mentorship, the specific training activities Mentor will undertake with Protégé, and the management-level employee or employees of Mentor who shall have primary responsibility for overseeing the mentorship.

a. Protégé Needs and Goals

The Protégé, in the box below, should describe a lack of capacity on the part of the Protégé, and the Protégé's goal for developing new skills or capabilities through the mentorship.

b. Training Activities and Supervision

Mentor and Protégé should identify specific training activities and the staff of Mentor who will be responsible for overseeing these activities in the box below. 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 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

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

2. Mentorship Term

This Mentorship Agreement shall become effective upon execution by Mentor and Protégé, and approval of the Mentorship by the Director of the Division of Minority and Women's Business Development. The Mentorship Agreement shall continue for a period of _____ years from the effective date or until Mentor and Protégé achieve the Milestones set forth herein, whichever is sooner.

3. Reporting

Mentor and Protégé agree to collaboratively prepare quarterly reports on their progress to achieve the milestones set forth herein, and to submit such reports to the Director of the Division of Minority and Women's Business Development no later than January 15th, April 15th, July 15th, and October 15th for each quarter of the Mentorship Term.

4. Termination

Either party may terminate this agreement at will upon thirty days' written notice to the addresses set forth below:

For Mentor

For Protégé

5. Representations by Mentor

Mentor certifies that:

- (a) Protégé has not previously been utilized as a subcontractor or supplier by Mentor, or any subsidiary or affiliate of Mentor, on any state contract as defined in section 140.1(jj) of title 5 of the New York Codes, Rules and Regulations; and
- (b) Mentor shall promptly update this Mentorship Agreement to reflect any changes to staff responsible for providing mentorship training to Protégé.

6. Representations by Protégé

Protégé certifies that:

- (a) Protégé is a New York State-certified Minority or Women-owned Business Enterprise;
- (b) Protégé maintains a primary place of business that is not located in a residential structure;
- (c) Protégé employs at least one person who provides services to clients of the Protégé other than the Mentor; and

(d) Protégé will not subcontract any portion of any work Protégé performs for Mentor as part of this Mentorship Agreement.

Mentor

Date

By: _____
PRINT NAME

Title: _____

Protégé

Date

By: _____
PRINT NAME

Title: _____