

Mentor-Protégé Agreement

Between

(Protégé) _____

and

(Mentor) _____

This Mentor / Protégé Agreement is between:

(Protégé address) _____

(Mentor address) _____

(Collectively referred to as the “Parties”).

WHEREAS, the Parties wish to formalize the proposed Mentor/Protégé relationship between _____ (Mentor) and _____ (Protégé) under the Knox County Supplier Diversity Mentor/Protégé Program;

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 Knox County Supplier Diversity Mentor/Protégé Program.

WHEREAS, the Protégé can greatly benefit from the assistance that the Mentor proposes to offer, and the mentor is qualified to provide the material benefits, developmental gains, and technical assistance within the context of the Knox County Supplier Diversity 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.

THEREFORE, consistent with the Parties’ goals and the requirements of the Knox County Supplier Diversity Mentor/Protégé Program, the Parties agree to the following:

1. **Assessment of the Protégé's Needs.** The Protégé requires assistance in the following areas: (Identify each area of business development assistance needed by the Protégé. Assessment should reflect the specific needs of the Protégé):
 - Management and technical assistance
 - Financial assistance with accounting procedures and/or tax reporting procedures.
 - Business development assistance.
 - General assistance.

2. **Assistance to be provided to Protégé by Mentor.** Mentor agrees to assist the Protégé to fully develop the assessed needs as described in section 1 above (Mentor must describe, in detail, how it will provide the assessed needs of the Protégé).
 - Management and technical assistance
 - Financial assistance with accounting procedures and/or tax reporting procedures.
 - Business development assistance.
 - General assistance including certification if needed.

3. **Annual Certification.** Mentor and Protégé shall annually each certify to Knox County Supplier Diversity Coordinator that each is qualified to be a Mentor or Protégé under the qualifications required for participation in the Mentor/Protégé program.

4. **Terms of the Agreement.** Mentor agrees to provide such assistance to the Protégé for at least one year.

5. **Termination Clause.** This agreement may be terminated as follows:
 - a. 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 Knox County Supplier Diversity Coordinator prior to the termination date.

 - b. 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 Knox County Supplier Diversity Coordinator prior to the termination date.

6. **Effect of Termination.** Termination of this Agreement shall not impair or affect 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 or affect the obligations of the Protégé subcontracts between the Mentor and Protégé.
7. **Notices and Points of Contact.** 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.

 (Mentor)Name / Title

 (Protégé) Name / Title

 Street Address / Ste

 Street Address / Ste

 City, State, Zip Code

 City, State, Zip Code

Telephone Number:_____

Telephone Number:_____

Fax Number:_____

Fax Number:_____

Knox County Purchasing Division
 Supplier Diversity Coordinator
 1000 N Central Street, Suite 100
 Knoxville, TN 37917
 Telephone Number: 865-215-5756
 Fax Number: 865-215-5778

8. **Status of the Parties.** The 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 shall remain independent contractors.
9. **Integrated Document.** This Agreement supersedes any and all previous understandings, commitments, or agreements, oral or written, pertaining to the Knox County Supplier Diversity Mentor/Protégé Agreement.

10. **Other Provisions Not Previously Discussed (if applicable):**

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.

Name of Authorized Signature
(Mentor)
Date: _____

Name of Authorized Signature
(Protégé)
Date: _____