



(SAMPLE AGREEMENT TEMPLATE)

The agreement, executed this Date by and between (Mentor Company Name), (Complete Address), (Mentor Company Official and Title) and (Protégé Company Name), (Complete Address), (Protégé Company Official and Title).

OBJECTIVE:

Mentor and **Protégé** desire to form this **Mentor/Protégé** agreement (hereafter referred to as "agreement") under the guidance of Minnesota Unified Certification Program (hereafter referred to as MN/UCP) and 49 CFR Part 26. The purpose of this agreement is to build a strong business relationship and to promote a successful business development opportunity for **Protégé**, and to more fully develop:

PROJECT DETAILS:

This agreement is formed for the (project/construction contract). **Protégé** desires to expand business to include:

DURATION:

This agreement will expire on (date). If the standards of this agreement are not being met, MUCP reserves the right to terminate the agreement prior to (date), and discontinue counting any participation towards the (project/construction contract) DBE project goals.

RELATIONSHIP:

Each firm will maintain its independence during the duration of the (project/construction contract). This agreement does not preclude either firm from continuing to pursue prime/sub contract opportunities on other projects, so long as **Protégé** insures that this project will be a priority for its growth and development. **Protégé** and **Mentor** are financially responsible for costs incurred when submitting bids or purchasing materials.

BUSINESS DEVELOPMENT:

Protégé has the opportunity to learn from an established firm with ____ years of experience and expertise in the highway heavy. **Mentor** will offer direct training in project supervision, providing at least one supervisor to work directly with **Protégé** on the (project/construction contract) project. **Protégé** has identified company Official name as the key field supervisor for the firm. (Name) **Protégé's** president, will also be provided with training.

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In addition, **Protégé** will receive training and development in the following areas from **Mentor**:

1. **Safety Training:**

Mentor will offer assistance and training in its time-proven safety measures, as well as assisting **Protégé** in the development of a safety manual.

2. **Project Management:**

Mentor will assign project management personnel to assist in cost accounting and estimating, including quantity take off.

3. **Type of Work:**

Mentor will provide project assistance including: reading and interpreting contract plans & specifications, project planning, scheduling, and installation of construction equipment and materials.

4. Other as appropriate.

5. In addition **Protégé** must submit a business plan to MUCP within 180 days of this agreement.

CONFIDENTIALITY:

Protégé and **Mentor** agree to treat all information obtained from one another in strict confidence and shall not disclose any such information except as required to carry out the terms of this agreement.

REPORTING:

Protégé is responsible for reporting all activities conducted each month. The report should include, but is not limited to the following items:

Work conducted: Include quantities, employees on project, purchases made and person hours used.

Training received: Include type of training (safety, estimating, job costing, etc.) and who received it.

Description of work: Include job location, activities completed and supervisory training received.

Protégé and **Mentor** must sign all reports.

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DELIVERABLES:

Mn/UCP must receive on or before the conclusion of the (project/construction contract) the following items:

Business Plan

Safety Manual

Final detailed project report

Total people hours work

Total training hours (by type and person receiving)

If Mn/UCP does not receive this information, **Protégé** will be deemed in non-compliance with the **Mentor**/Protégé portion of the DBE program and removal of eligibility proceedings may follow.

The contents of this agreement must be conducted within the rules of the DBE program, 49 CFR Part 26.

Protégé Company

President/Vice President Date

Mentor Company

President/Vice President Date