

Texas Tech University Health Sciences Center

Historically Underutilized Business (HUB) Office Box 5706 Lubbock, Texas 79417

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**Texas Tech University Health Sciences Center
Mentor/Protégé Program Agreement**

The Texas Tech University Health Sciences Center Mentor Protégé Program is designed to encourage approved Mentors to provide various forms of assistance to eligible Texas Historically Underutilized Business (HUB) participants as Protégés. The parties to this agreement agree to participate in the TTUHSC Mentor/Protégé Program. The parties verify that the information contained in this agreement is accurate and agree to adhere to the guidelines set forth in the Mentor Protégé Program Operating Procedures Guidelines.

1. Mentor Firm Information

- Name of Firm: _____
- Contact Name: _____
- Position Title: _____
- Address: _____
- Telephone: _____
- Fax: _____
- E-Mail: _____
- Website: _____

2. Protégé Firm Information

- Name of Firm: _____
- Contact Name: _____
- Position Title: _____
- Address: _____
- Telephone: _____
- Fax: _____
- E-Mail: _____
- Website: _____

3. Eligibility (Determination of Eligibility by TTUHSC Statement)

- _____ is currently eligible to participate in the Texas Tech University Health Sciences Center Mentor Protégé Program pursuant to the following criteria:
- _____ is certified by the Texas Procurement And Support Service (TPASS) as a Historically Underutilized Business (HUB) firm.
- _____ has an active certification through _____.
- _____ has a CMBL designation (if applicable).

4. Development Program (Areas of Assistance to be provided by Mentor to Protégé)

The Mentor: _____ plans to provide developmental assistance in the following areas to the Protégé: _____.

Please initial the areas you will provide assistance in:

Business Planning () Business Presentation Skills () Business Writing Skills () business Organization/Structure () Business Legal Issues () Business Market Analysis () Blueprint Reading () Business Management () Bonding & Insurance () Business Marketing Plans () Bookkeeping / Accounting () Business Technologies () Bidding () Government Procurement () Cost Estimating () Scheduling & Purchasing () Banking Services () Project Planning & Scheduling () Business Permits () Business Personnel Issues () Reading/Interpreting Plans () Change Orders () Preparing Job Budgets () Business Processes () Competitive Market Place () Other (describe) ()

The parties agree to jointly identify opportunities available in the government marketplace, prioritizing the list to focus on two to three proposals per year if possible. using the knowledge gained in the past by the Mentor: _____, proposal strategies will be developed, competitive intelligence will be analyzed and pricing/profitability goals established when necessary. This interaction will provide “on-the-job training” to the Protégé: _____, in the methodologies used when addressing the State market.

With the award of a contract, the Mentor: _____ will provide technical assistance for the Protégé: _____ on-the-job if needed. This assistance could include areas such as project management skills and technology training.

5. Milestones (Agreement Objectives)

Monthly Meetings

- Discuss potential bids and identify teaming opportunities
- Make bid/no bid decisions on released Requests For Proposals/Offers
- Review status of proposals in process
- Review status of ongoing contracts

Quarterly Meetings

- Assess milestone progress
- Review areas for the expansion of teaming arrangements
- Identify improvements in the proposal/contract process

6. Metrics (Proposed Outcomes) (*OPTIONAL)

Year 1 – (First 12 months of current year)

- Submission of proposals with Protégé: _____,
share estimated at: \$ _____

Year 2 – (Second 12 months of preceding year)

- Submission of proposals with Protégé: _____,
share estimated at: \$ _____
- Award of contract(s) with Protégé: _____,
share estimated at: \$ _____

7. Program Participation Term (Term of Agreement)

Two – years from the date the Mentor Protégé Agreement is signed by all parties.

8. Potential Subcontracts (*OPTIONAL)

The type of subcontract employed will depend upon the requirements of the government agency and the opportunities identified for joint participation. Subcontractor arrangements will fall into several types including Teaming Partners, Joint Ventures, Subcontractors and Resources Providers for existing contracts. Contract types will range from fixed-priced to time and materials contracts. The parties anticipate that subcontracts in the (aggregate?) amount of: \$ _____ will be awarded during the next two years.

9. Mentor Termination Procedures (Agreement Termination Clause)

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 the Texas Tech University Health Sciences Center.

10. Acknowledgement – Signed Agreement

Participants shall indemnify and hold harmless the Texas Tech University Health Sciences Center, 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. The Texas Tech University Health Sciences Center shall not be responsible for the interactions between and among program participants the primary purposes 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 the Texas Tech University Health Sciences Center, its employees, officials and agents.

Participation in the TTUHSC Mentor Protégé Program by any participant organization or any participating employee, official or agent may be terminated by the Texas Tech University Health Sciences Center at any time.

Parties to this agreement acknowledge that the participation by the Mentor 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.

This agreement is the entire agreement between the parties. All oral or written agreements between the parties hereto relating to the subject matter of this agreement that were made prior to the execution of this agreement have been reduced to writing and are contained herein.

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 HUB Coordinator of the TTUHSC.

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

Company Name (Mentor)

Signed: _____

(Name) _____

Title: _____

Date: _____

Company Name (Protégé)

Signed: _____

(Name) _____

Title: _____

Date: _____

Agency HUB Coordinator or Rep.

Name and Title: _____

Signature: _____

Date: _____