



CITY OF COLUMBIA

Department of Utilities and Engineering
Compliance Division
P.O. Box 147 | Columbia, South Carolina 29217
Phone: 803-545-3049 Fax: 803-545-4130

MENTOR/PROTÉGÉ TEAM AGREEMENT

This Mentor/Protégé Team Agreement (“Agreement”) is between _____ (“Protégé”), a South Carolina entity with its principal place of business at _____, and _____ (“Mentor”), a _____ entity with its principal place of business at _____ (collectively referred to as the “Parties”).

WHEREAS, the parties wish to formalize the proposed Mentor/Protégé relationship between Mentor and Protégé under the Mentor/Protégé Program established by the City of Columbia, South Carolina in partnership with the Department of Utilities & Engineering, Compliance Division.

WHEREAS, the parties agree to form a Team within the _____ Project Division(s). See Form 706, page 2 for project divisions.

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 City of Columbia Mentor/Protégé Program.

WHEREAS, the Protégé can greatly benefit from the assistance that the Mentor proposes to offer, and the Mentor is well-qualified to provide the assistance within the context of the City of Columbia Mentor/Protégé Program; and;

WHEREAS, the Parties wish to carry out goals of this Agreement for the duration of the Protégé’s participation term in the City of Columbia Mentor/Protégé Program.

WHEREAS, the Parties agree to hold the City of Columbia, including its employees or agents, harmless from any claim, suit action, or demand of creditors, or any other person(s) arising out of this Program.

WHEREAS, the Mentor Protégé Program does not create a contractual relationship between the City and Protégé. The Protégé remains a subcontractor of the Mentor and does not have any other status. The Mentor Protégé Program is not intended to, and does not, make the Protégé an intended third party beneficiary of any agreement between the City and Mentor/Prime Contractor.



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THEREFORE, consistent with these goals and the requirements of the City of Columbia Mentor/Protégé Program, the Parties agree to the following:

1. **Assessment of the Protégé's Needs:** As a company seeking to develop a business plan and infrastructure to successfully participate, the Protégé requires assistance in the following areas:

Management and technical assistance:

2. **Assistance to Protégé:** Mentor agrees to provide Protégé with the following assistance:

Management and technical assistance:

3. **Submission of Application to the Department of Utilities & Engineering, Compliance Division:** The Parties agree to work together to submit an initial Annual Business Plan (update by April 15 of each year) to the Department of Utilities & Engineering, Compliance Division, for approval of the relationship outlined in the Agreement.

4. **Preparation of Mentor/Protégé Reports and updated eligibility documents:** The Mentor shall use its reasonable and best efforts to work with the Protégé in the preparation of any Mentor/Protégé report required by the Department of Utilities & Engineering, Compliance Division, and shall provide all necessary documentation as required by the Department of Utilities & Engineering, Compliance Division. The Mentor and Protégé will provide an Annual Report on the progress toward the Team's goals which includes the updated Annual Business Plan and updated Financial Statement indicating Annual Gross Receipts for last 3 years. The Team's Quarterly reports due the 10th day of January, April, July and October.



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5. Effective Date: This Agreement is effective upon approval by the Department of Utilities & Engineering, Compliance Division, for a period not to exceed four (4) years from the date of approval.

6. Suspension of the Team. The Department of Utilities & Engineering, Compliance Division, may recommend suspension of the Team as indicated in the City of Columbia Mentor/Protégé Program. A staff recommendation of suspension may be a result of poor workmanship, project completion delays, safety concerns, damage to public/private property, any action/activity that would hinder the quality of the project and / or non-compliance with program guidelines.

7. Effect of Suspension. Suspension of the Team shall not impair the obligations of the Mentor to perform its contractual obligations pursuant to the City of Columbia prime contracts being performed with the Protégé. Likewise, Suspension of the Team shall not impair the obligations of the Protégé to perform its contractual obligations under any contract or subcontracts that the Protégé is performing with the Mentor.

8. Termination of the Agreement. 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 Department of Utilities & Engineering, Compliance Division, in writing at least thirty (30) days 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 Department of Utilities & Engineering, Compliance Division, in writing at least thirty (30) days prior to the termination date.

(C) **Termination by the Department of Utilities & Engineering, Compliance Division.** The Department of Utilities & Engineering, Compliance Division, may terminate this Agreement based upon its supervision of the Mentor/Protégé relationship, as provided in the City of Columbia Mentor/Protégé Program.



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7. Effect of Termination: Termination of this Agreement shall not impair the obligations of the Mentor to perform its contractual obligations pursuant to the City of Columbia prime contracts being performed with the Protégé. Likewise, termination of this Agreement shall not impair the obligations of the Protégé to perform its contractual obligations under any contract or subcontracts that the Protégé is performing with the Mentor.

8. Modifications: No modifications to this Agreement may be made without the consent, in writing, of both Parties and the Department of Utilities & Engineering, Compliance Division.

9. Notices and Points of Contact for the Program Administration: The following individuals shall serve as the points of contact for administration of the Program, and are authorized to receive all notices under this Agreement.

Protégé Company	Information	Mentor Company	Information
Name		Name	
Title		Title	
Address		Address	
Phone Number		Phone Number	
Email Address		Email Address	

10. Status of the Parties: This Agreement, in and of itself, does not constitute, create or give effect to or otherwise establish a joint venture, partnership or any other joint business or organization. Unless provided by the terms of another agreement consistent with the Program, the Parties are and shall remain independent contractors.

11. Integrated Document: This Agreement supersedes any and all previous understandings, commitments or agreements, oral or written, pertaining to the City of Columbia Mentor/Protégé Program. It is understood by both Mentor and Protégé that the current program guidelines are fully included in this agreement and both parties will adhere to all program requirements.



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Subject to the approval of the Department of Utilities & Engineering, Compliance Division, this Agreement is entered into and effective as of this ___ day of, 20__.

Mentor Signature

Protégé Signature

Title

Title

Date

Date

Approved:
City of Columbia, Department of Utilities & Engineering, Compliance Division.

By: _____

Title: _____

Date: _____