## Mentor-Protégé Agreement for Contract Assistance and Training

This Mentor-Protégé Agreement for Contract Assistance and Training is entered into on (date) in accordance with the guidelines and policies issued by the Illinois Department of Transportation (Department) pursuant to federal regulations found at 49 CFR Part 26 by and between the following identified Mentor and Protégé.

**Mentor**: (enter name and address)

**Protégé**: (enter name and address)

**Objective:** The purpose of this agreement is to provide a contract-specific vehicle for the delivery of identified assistance and training that achieves the purpose of the written Mentor-Protégé Development Plan previously established by the parties hereto and approved by the Department. The parties have selected the assistance and training included in this agreement for reimbursement eligibility under the terms of the identified contract. The parties certify that the services and resources identified in this agreement herein below, and the associated costs are directly attributable and properly allowable to the identified contract. The Mentor and Protégé plan to achieve the following development goals included in the approved Mentor-Protégé Development Plan:

**Project Details:** This agreement shall apply to the following identified project or contract:

\_\_\_\_\_. The Mentor and Protégé have selected this contract as the most suitable to achieve the above-stated development goals in the following described manner:

**Duration:** Unless otherwise terminated according to the program guidelines, this agreement shall be effective for the duration of the subcontract executed between the Mentor and Protégé. If the performance of this agreement does not meet the guidelines, it may be terminated by the Department at any time without termination of the subcontract agreement. A copy of the subcontract agreement between the parties is attached hereto.

**Independent Relationship:** The Mentor and Protégé will each maintain business independence during the performance of this agreement as required by the guidelines and regulations. This agreement does not preclude either firm from continuing to pursue other contracting opportunities on other projects.

**Services and Resources:** Use this section to provide specific detail as to the services and resources to be provided by the Mentor in keeping with the regulations and guidelines and the approved Development Plan. The provision of training shall indicate the area of training, the estimated number of hours of training, the subjects to be covered in the training, and the person(s) responsible for the training. The provision of equipment shall specifically identify the

equipment, the estimated hours of use, and the to personnel provided shall be identified, estimated indicated.	
<b>Fee Schedule:</b> Use this section to establish the fees for the services and resources to be provided. The schedule shall break the fees out for direct and indirect costs attributable to the specific contract covered by this agreement. A total direct and indirect cost shall be provided.	
<b>Confidentiality:</b> The Mentor and Protégé agree to treat all information obtained from one another in strict confidence and shall not disclose any such information except as required to implement the terms of this agreement and to conform to the guidelines and regulations.	
<b>Reporting:</b> The Mentor and Protégé shall make such reports and keep such records as required by the guidelines and regulations.	
In witness thereof, the Mentor and Protégé execute this agreement.	
Mentor:	
By:	Title:
Protégé:	
By:	Title:
Approved for the Department:	
By:	