

ISTHA

PARTNERING FOR GROWTH (P4G) EMERGING TECHNOLOGY

AGREEMENT

BETWEEN

Firm Type

DBE MBE WBE VOSB SDVOSB SBI

AND

This P4G - Construction Agreement ("Agreement") is between

 or "Protégé"), an State corporation with its principal place of
business at

And

or "Mentor"), a Corporation with its principal place of business at

(collectively referred to as the "Parties"). Subject to the express prior approval of the Illinois State Toll Highway Authority (ISTHA or Tollway), the parties agree to the following terms and conditions:

Table of Contents: Agreement
Attachment A –Protégé Development Plan
Attachment B - Needs Assessment
Attachment C – Benchmarks/Milestones
Include additional Attachments as needed.

THE P4G PORTAL FILE MUST INCLUDE AND HAVE AVAILABLE FOR THE DIVERSITY TEAM IF NEEDED, MENTOR AND PROTÉGÉ APPLICATIONS AND ALL RELATED DOCUMENTATION.

1. FIRM INFORMATION:

	MENTOR FIRM	PROTÉGÉ FIRM
Name of Firm:		
Address:		
Telephone/ext.:		
Website:		
FEIN:		
Brief description of firm services:		

2. TERM OF PERFORMANCE: (TERM OF DEVELOPMENTAL ASSISTANCE)

Number of Months:	
Anticipated Start Date:	
Anticipated Completion Date:	

3. MENTOR HISTORICAL BACKGROUND:

***Include a brief statement describing the Mentor firm. ***

2 MENTOR ELIGIBILITY

MENTOR FIRM:		ACKNOWLEDGEMENTS
1.0	Has demonstrated experience with the applicable emerging technology they are mentoring	Y <input type="checkbox"/> N <input type="checkbox"/>
2.0	Has at least one successful contract as a prime contractor with the emerging technology area for which they will be mentoring.	Y <input type="checkbox"/> N <input type="checkbox"/>
3.0	Has experience with Tollway work?	Y <input type="checkbox"/> N <input type="checkbox"/>
4.0	Is in good standing with the State of Illinois and the Tollway?	Y <input type="checkbox"/> N <input type="checkbox"/>
5.0	Has a P4G Mentor Application completed and processed through a Tollway Technical Assistance Program Portal - please specify which Program	<input type="text"/>
5.1	Date Mentor application approved through P4G Portal	
6.0	Is an independent entity from proposed protégé?	Y <input type="checkbox"/> N <input type="checkbox"/>
7.0	Performed due diligence in assessing this protégé?	Y <input type="checkbox"/> N <input type="checkbox"/>
8.0	Acknowledges that utilization of the protégé as a subcontractor on Tollway or non-Tollway contracts is not required by this Agreement, nor is any incentive given to the Mentor for utilization of the protégé as a subcontractor	Y <input type="checkbox"/> N <input type="checkbox"/>
9.0	Is IDOT prequalified?	Y <input type="checkbox"/> N <input type="checkbox"/>
10.0	Specify the Lead individual for implementing the P4G relationship in Section 13?	<input type="text"/>
11.0	Makes a sincere commitment to the relationship	Y <input type="checkbox"/> N <input type="checkbox"/>
12.0	Has or has had the following experience with other protégés:	
12.1	Currently?	Y <input type="checkbox"/> N <input type="checkbox"/>

PARTNERING FOR GROWTH – EMERGING TECHNOLOGY

12.2	Previously?	Y <input type="checkbox"/> N <input type="checkbox"/>
13.0	Has completed a Protégé Development Plan with the Protégé?	Y <input type="checkbox"/> N <input type="checkbox"/>

4. PROTÉGÉ FIRM OWNERSHIP INFORMATION AND HISTORICAL BACKGROUND:

***Include a brief statement describing the Protégé firm and a brief statement explaining the ownership and all interests or 100% of shareholders of the Protégé firm plus any pertinent information. ***

5. PROTÉGÉ ELIGIBILITY

	PROTÉGÉ FIRM:	ACKNOWLEDGEMENTS
1	Is certified D/W/MBE, VOSB OR SBI per Tollway Special Provision for D/W/MBE, VOSB OR SBI Participation definition?	Y N
1.1	Attach Letter(s) of Certification	
2	Is it an independent entity from the proposed Mentor?	Y <input type="checkbox"/> N <input type="checkbox"/>
3	Is in good standing with the State of Illinois and the Tollway?	Y <input type="checkbox"/> N <input type="checkbox"/>
4	Has a P4G Protégé Application completed and processed through a Tollway Technical Assistance Program Portal - please specify which Program?	<input type="text"/>
4.1	Date Protégé Application approved through P4G Portal	
5	Had the opportunity (ies) to meet potential Mentor firms?	Y <input type="checkbox"/> N <input type="checkbox"/>
6	Performed due diligence in assessing this Mentor?	Y <input type="checkbox"/> N <input type="checkbox"/>
7	Has greater than 3 years of work experience?	Y <input type="checkbox"/> N <input type="checkbox"/>
8	Has been assessed by Tollway Technical Assistance?	Y <input type="checkbox"/> N <input type="checkbox"/>
9	Is registered with IDOT as a subcontractor?	Y <input type="checkbox"/> N <input type="checkbox"/>
10	Specify the lead individual for implementing the P4G relationship in Section 13?	<input type="text"/>
11	Makes a sincere commitment to the relationship?	Y <input type="checkbox"/> N <input type="checkbox"/>
12	Has or has had the following experience with other mentors:	
12.1	Currently?	Y <input type="checkbox"/> N <input type="checkbox"/>
12.2	Previously?	Y <input type="checkbox"/> N <input type="checkbox"/>

13	Acknowledges that utilization of their firm as a subcontractor on Tollway or non-Tollway contracts is not required by this Agreement, nor is any incentive given to the Mentor for utilization of the Protégé as a subcontractor	Y <input type="checkbox"/> N <input type="checkbox"/>
14	Has completed a Business Development Plan with the Mentor?	Y <input type="checkbox"/> N <input type="checkbox"/>

6. PROTÉGÉ DEVELOPMENT PLAN:

***The Mentor and Protégé should jointly prepare a brief statement discussing the Protégé's needs as defined by both the Needs Assessment prepared by the Tollway's Technical Assistance and discussions during Mentor and Protégé matching process. This statement should also include:*

- *A description of the needs of the Protégé and how the Mentor meets those needs.*
- *That the Mentor agrees to and will provide the following business assistance to the Protégé by itself and through use of outside consultants (as appropriate) as delineated in the Protégé Development Plan and the Metrics/Milestone Chart or equivalent. A template Metrics/Milestone listing is included with the template Agreement as Appendix A and may be used as a reference document when generating the Protégé Development Plan and Metrics/Milestone Chart.*

*The Protégé Development Plan should be attached to this Agreement as **Attachment A**, and the Needs Assessment attached to this Agreement as **Attachment B**.*

8. MILESTONES AND BENCHMARKS

As stated in Section 7. Above, the parties have established and defined milestones, goals, and benchmarks providing the identified developmental assistance, as illustrated in a Benchmarks/Milestone Chart or equivalent and attached hereto as **Attachment C**.

9. METRICS AND REPORTING

The Mentor and Protégé will submit required reports to the Illinois Tollway via the P4G Portal specified in the P4G Guidelines. The Mentor and protégé also agree to follow-up reporting requirements after completing the relationship. The Mentor and Protégé plan to address the following criteria to assess the Protégé's developmental progress under the Program, including, but not limited to:

TOLLWAY P4G-CON AGREEMENT- EMERGING TECHNOLOGY GOALS AND METRICS CHART TEMPLATE

GOALS AND METRICS	DESCRIPTION
ADDITION OF NEW WORK SCOPE(S)	
ADDITION OF CERTIFICATIONS	
OTHER - SPECIFIC TO PROTEGE'S BUSINESS DEV. PLAN	
MEETINGS BETWEEN MENTOR OR PROTÉGÉ: # OR HOURS	

10. TERMINATION PROCEDURES (MENTOR)

Voluntary Termination by Mentor

The Mentor may voluntarily terminate this Agreement if it no longer wishes to participate in the Program. In such case, Mentor shall notify Protégé, Tollway P4G Portal, and Diversity Oversight Team in writing at least 30 calendar days in advance of its intent to voluntarily terminate the Agreement.

For Cause

The Mentor may elect to terminate the P4G - Construction Agreement for cause, the process for which follows:

- The Protégé must be furnished with written notice by the Mentor of the proposed termination, stating the specific reasons for such action. Notification to the Protégé must be made at least 30 calendar days before the effective date of the proposed termination.
- Protégé has 30 calendar days to respond to the proposed termination. Protégé may rebut any statements/claims it believes to be incorrect and offer a remedy if necessary.
- Upon consideration of Protégé's response, Mentor must either withdraw the notice of proposed termination and continue in the Agreement or issue of notice of termination.

The Mentor's decision regarding termination for cause, if conforming to the requirements of this section, shall be final upon written consent by the Tollway Oversight Committee.

11. VOLUNTARY TERMINATION BY THE PROTÉGÉ

Protégé may voluntarily terminate this Agreement if it no longer wishes to participate in the Program as a Protégé to the Mentor. Protégé shall notify Mentor in writing at least 30 calendar days before such termination. **For Cause**

Protégé may elect to terminate the P4G - Construction Agreement for cause, the procedure for which follows:

- The Mentor must be furnished written notice by the Protégé of the proposed termination, stating specific reasons for such action. Notification to the Mentor must be made at least 30 calendar days before the effective date of the proposed termination.
- Mentor has 30 calendar days to respond to the proposed termination. The Mentor may rebut any statements/claims he believes incorrect and offer a remedy if necessary.

- Upon consideration of Mentor's response, Protégé must either withdraw the notice of proposed termination and continue in the Agreement or issue of notice of termination.

The decision of the Protégé regarding termination for cause, if conforming to the requirements of this section, shall be final upon written consent by the Tollway Oversight Committee.

12. REVOCATION OF APPROVAL OF RELATIONSHIP BY THE TOLLWAY

The Tollway may revoke approval of this Agreement during the reporting periods if Tollway finds that the Mentor has not complied with the provisions as outlined in this Agreement or that the assistance has not resulted in any material benefits or developmental gains to the protégé.

Conversely, The Tollway may revoke approval of this Agreement during the reporting periods if Tollway finds that the Protégé has not complied with the provisions as outlined in this Agreement or that the assistance has not resulted in any material benefits or developmental gains to the Protégé.

The Tollway will notify Mentor and Protégé of its intent to revoke approval of the Agreement. Both Mentor and Protégé may refute this action. In such case, Mentor and Protégé shall submit in writing, within 30 calendar days of the Tollway notification, reasons to continue the Agreement and a proposed remediation plan.

13. NOTICES AND POINTS OF CONTACT (MENTOR)

The following individuals shall serve as the points of contact for the administration of the Agreement and are authorized to receive all notices under this Agreement.

MENTOR	
PRIMARY CONTACT:	
NAME	
ADDRESS	
TELEPHONE	
EMAIL	

SECONDARY CONTACT:	
NAME	
TELEPHONE	
EMAIL	

14. NOTICES AND POINTS OF CONTACT (PROTÉGÉ)

The following individuals shall serve as the points of contact for the administration of the Agreement and are authorized to receive all notices under this Agreement.

PROTÉGÉ	
PRIMARY CONTACT:	
NAME	
ADDRESS	
TELEPHONE	
EMAIL	
SECONDARY CONTACT:	
NAME	
TELEPHONE	
EMAIL	

15. REPORT & REVIEW REQUIREMENTS

Both Mentor and Protégé each agree to comply with the Program's reporting and review requirements under the P4G - Construction Guidelines, which includes quarterly and final reporting by Mentor and Protégé.

Program participants agree that interpretation of the Guidelines or regulations and P4G incentive credit award shall rest with the Partnering for Growth – Diversity Committee. Parties may feel free (and in fact are encouraged) to seek interpretation of any provision they find ambiguous or confusing. If both participants so desire, they may jointly appeal any adverse Committee decisions to the Tollway's

Chief of Diversity and Strategic Development. These requests shall be in writing. The Chief's determination shall be final.

16. NEEDS ASSESSMENT

Under the Tollway Partnering for Growth Guidelines, the Protégé has had a Needs Assessment performed by one of the Tollway's Technical Assistance providers, a copy of which is attached hereto as Attachment B.

17. EFFECT OF TERMINATION AND CONTINUING CONTRACT OBLIGATIONS

Termination of this Agreement shall not waive the obligations of the Mentor to perform its contractual obligations under any Tollway prime contract or other contracts being performed by the Mentor. Likewise, termination of this Agreement shall not waive the responsibilities of the Protégé to perform its contractual or sub-contractual obligations under any Tollway sub-contract or other contracts being conducted by the Protégé.

18. ADDITIONAL TERMS AND CONDITIONS

A. Status of the Parties/No Privity of Contract with the Tollway

In and of itself, this Agreement 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 hereto are and shall remain independent contractors.

Further, this Agreement defines the relationship between the Mentor and the Protégé firms only. This Agreement does not create any privity of contract between the Mentor and Tollway or the Protégé and Tollway.

B. Modifications

There shall be no modification of this Agreement unless such modification is in writing and signed by both parties to this Agreement. In addition, if required, the Tollway must approve all changes to this Agreement before such changes take effect.

C. Integrated Document

This Agreement supersedes any and all previous understandings, commitments, or agreements, oral or written, pertaining to the P4G – Emerging Technology Agreement.

D. Protection of Proprietary Information

Each party shall keep confidential and not disclose to any person (other than their respective directors, officers, employees, attorneys, accountants, and the Tollway) or use (except in connection with the transactions contemplated by this Agreement) any non-public information concerning the other party obtained under this Agreement. Any non-public information possessed by one of the parties concerning the other party will be returned upon the other party's request. This paragraph shall not be violated by disclosure of information which (i) at the time of disclosure is publicly available or become publicly available through no act or omission of the party under the duty of confidentiality (the "Receiving Party"), (ii) is disclosed in a non-confidential basis to the Receiving Party by a third party unless the Receiving Party knew or had reason to know that the third party breached an obligation of confidentiality in making such disclosure, (iii) is independently acquired or developed by the Receiving Party as a result of work carried out by the Receiving Party or an employee or contractor of such Receiving Party to whom no disclosure of such confidential information has been made, (iv) is disclosed with appropriate provisions for confidentiality in a judicial or arbitration proceeding to enforce such party's rights under this Agreement, (v) is disclosed as required by court order, or as otherwise required by law or regulation, or (vi) can be demonstrated to have been in the possession of the Receiving Party prior to the date of disclosure by the disclosing party.

E. Limitation of Liability

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY AMOUNTS REPRESENTING LOSS OF PROFITS, LOSS OF BUSINESS, OR INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF THE OTHER PARTY, WHETHER SUCH DAMAGES ARE ALLEGED TO HAVE RESULTED FROM A BREACH OF CONTRACT OR TORT, FOR ANYTHING RELATING TO OR ARISING OUT OF THIS AGREEMENT.

F. Disputes, Governing Law and Jurisdiction

This Agreement is to be governed by the laws of Illinois. The Parties shall, in good faith, expend commercially reasonable efforts to resolving amicably any claim or dispute as to any matter arising out of, or relating to, this Agreement ("Dispute").

G. Counterpart Execution

This Agreement may be executed in any number of counterparts with the same effect as if both parties had signed the same document. All counterparts shall be construed together and shall constitute one Agreement. This Agreement is officially signed and executed by the officials duly authorized to bind the named firms.

H. **The effective date shall be the date of Tollway P4G – Construction Diversity Team approval:**

Date: _____

Subject to the express approval of the ILLINOIS TOLLWAY, this Agreement is officially signed and executed by officials duly authorized to bind the named corporations below.

	MENTOR	PROTÉGÉ
SIGNATURE	<input type="text"/>	<input type="text"/>
PRINTED NAME	<input type="text"/>	<input type="text"/>
DATE	<input type="text"/>	<input type="text"/>