



Mentor Agreement

This agreement is between _____ and the NW Innovation Resource Center (NWIRC). The NWIRC appreciates the commitment you are making to serve as agent of NWIRC and to provide support to NWIRC client entrepreneurs. In the table below, we have identified commitment levels so that expectations are clear.

| Mentor Commitment | NWIRC Commitment |
|---|---|
| <ul style="list-style-type: none"> ▪ Serve as a mentor to NWIRC entrepreneurs independently or as a member of a small team ▪ Meet with assigned entrepreneur upon mutual agreement with NWIRC staff ▪ Respond to entrepreneur’s request for information and/or assistance in a timely manner ▪ Advise and encourage entrepreneur to achieve milestones and progress through NWIRC Program towards business success ▪ Help entrepreneur to make connections with necessary resources ▪ Provide updates to NWIRC regarding activities, concerns and suggestions for entrepreneur ▪ Provide assistance to entrepreneurs regarding specific subject matter | <ul style="list-style-type: none"> ▪ Educate entrepreneur on how to best work with a Mentor Team ▪ Provide Mentor and other information/resources required by Mentor to be effective ▪ Share best practices with Mentor(s) ▪ Provide space for meeting and assistance with scheduling as necessary ▪ Provide mentor networking opportunities |

As a Mentor, I agree to the following:

Confidentiality: I will exercise reasonable efforts to safeguard the security and confidentiality of information disclosed to me by NWIRC or a client that is specifically and conspicuously labeled “confidential information.” I do not assume any obligations of confidentiality, nondisclosure or nonuse, except as explicitly provided for in this Agreement.

In the event that I enter into a non-disclosure or confidentiality agreement with a Client, I understand and accept that I am entering into such agreement on my own behalf and not on behalf of NWIRC.

Non Solicitation: I understand that my role is to provide unbiased business advice to the NWIRC and its affiliated client and it may be perceived to be a conflict of interest if I provide products or services for a fee. Therefore I agree not to use my position with the NWIRC to solicit business for my own company or firm. If a NWIRC – affiliated client chooses to retain my firm, I will disclosed this working relationship to the NWIRC management in writing, as well as to the mentor team for the affiliated client, and I understand that I may be asked to resign from continuing as a mentor for the affiliated client.

Client Investment: It is understood that I may have the opportunity to monetarily invest in the client’s business. Should I choose to do so, I agree that it will be with complete transparency to the NWIRC and that this notification shall be in writing.

Termination. Recognizing that circumstances may change at any time, this Agreement can be terminated at any time immediately upon written notice to the other party. Upon termination, any and all materials made available by NWIRC and/or affiliated clients will be returned to providing party. All confidentiality commitments made while a mentor will survive this termination.

Mentor Signature

NWIRC Signature

Print Name

Title

Date

Date