**Oregon State University Advantage Accelerator**

**Mentoring Program**

**Statement of Principles and Procedures**

**INTRODUCTION**

Your company has an opportunity to enhance its success as a client in the Oregon State University Advantage Accelerator (OSUVA) through OSUVA’s mentoring program. The goals of the OSUVA Mentoring Program are to assist in the development of your business through steady controlled growth and the creation of local and regional jobs. The philosophy behind the Mentoring Program is that by providing assistance in meeting your challenges and provide guidance towards your achievable milestones, you will ultimately reduce uncertainty and have a better likelihood to meet your intended long-term goals**.**

Our mentors are experts in their field and are willing to volunteer their time and energy to help you succeed. The bios for all our mentors are publically posted on the OSUVA website. In addition a short checklist of their skill sets are provided to you at the time of acceptance into the OSUVA and any time upon request.

**OVERVIEW OF PROCESS**

All OSUVA clients participating in the Mentoring Program (Program) are required to commit to a mentoring process (OSUVA clients participating in the Program are sometimes referred to as “protégés”). This process includes an evaluation of the commercialization potential of the client’s technology, acquisition of customers, gaining a depth of understanding of the client’s market segment, potential partners and key resources along with an understanding of costs and various revenue streams. Clients participating in the Program can therefore engage mentors to together develop a compelling milestone-based mentoring plan. The Program also actively engages and uses both the Lean Canvas and the Business Model Canvas.

OSUVA, along with each protégé in the Program will make team based mentor selections and be assigned one or two mentors to each protégé.

**MENTORS**

**OVERVIEW OF THE ROLE OF MENTORS**

The OSUVA Mentoring Program includes volunteer mentors that are seasoned members of the corporate, legal, investment and entrepreneurial community. Participation in each mentoring team is by invitation only. Mentors are selected based on their ability to contribute to the mission of the Program through their experience in coaching innovators, creating new high-impact ventures, and for their enthusiasm for the OSUVA Program. Relationships between mentors and members are formed based on the needs and preferences of the members and the interests of the available mentors. Mentors are central to achieving the OSUVA mission, and their participation in the Program is contingent on adhering to the guidelines described in this document. Mentors will provide coaching and connections to OSUVA clients as their expertise allows, and they will help recommend other volunteer mentors. Mentors will be invited to events where they can meet OSUVA clients and each other, and they will receive updates on the program and its projects.

**GUIDING PRINCIPLES FOR MENTORS**

Mentors agree to abide by the OSUVA Program Guiding Principles for Mentors, as outlined below. The OSUVA Mentoring Program recognizes that promotion of its goals requires careful adherence to principles that, at their heart, put the interests of the OSUVA and the Program clients ahead of the interests of mentors and staff serving the Program. The guidelines for handling privileged information and managing conflict of interest apply for all Program related meetings and activities. Please expect that you may be required to complete a University confidentiality agreement. When mentors follow up on a project identified as part of the OSUVA Mentoring Program, they are expected to follow these guidelines during subsequent meetings, the assumption being that they are serving in the mentor role unless they specifically declare otherwise.

1. The Mentor will be responsible, foremost for acting consistent with the law, and for promoting the best interests of the clients who have formed a relationship with the Program.
2. We understand that your time is valuable. We also understand that mentoring relationships take time to develop. Mentoring a nascent company is very rewarding and we request that you are willing to commit to a reasonable length of time toward OSUVA clients.
3. Mentors will maintain regular contact with their protégés, spending at least two hours a month in one-on-one contact. This includes in-person contact, phone calls, e-mail, Skype and project activities. Mentors will also keep the OSUVA Directors informed on a monthly basis of the activities of the protégé and the mentor and will participate in OSUVA Mentor Program meetings and activities as appropriate. The expected monthly total time commitment for a mentor is about three to four hours per month.
4. Mentors do not receive any ownership interest in any client company simply by virtue of participating as volunteer mentors.
5. The OSUVA Directors and mentors will maintain strict confidentiality over any proprietary information entrusted to them by the Program clients. All mentoring meetings, events, and gathering related to the Program are by invitation only, are not public, and are conducted with the understanding that volunteer mentors are especially invited by OSUVA staff for the review of new ideas and the mentoring of clients on a privileged basis.
6. There is to be no solicitation by mentors of business from Program clients.
7. The OSUVA Directors will oversee the formation of each relationship between mentors and clients.
8. The pairing or assigning of mentors to protégés will be based solely on the needs of the innovator and the best available mentor for the needs identified.
9. No mentor may accept, for him/herself or any related party, a financial interest or financial relationship with a client or project associated with the OSUVA Mentoring Program without first formally recusing him/herself from the role as a mentor with respect to that project and related client by providing the OSUVA Mentoring Program with advance written notice (preferably at least 30 days) to allow the Program to assign a suitable replacement mentor as appropriate.
10. All mentors must disclose to the OSUVA Directors any potential known secondary conflicts of interest where the success or failure of a project that they assist or oversee would potentially have material impact on any entity in which that person or related party is significantly invested or is a principal or for which such a close relationship is contemplated. In such cases, separation from the OSUVA Mentoring Program or from the project may be appropriate if the conflict is deemed substantive by the OSUVA Directors.
11. Any mentor who is an attorney whose participation in the Program is to provide education or advice to Program clients that is legal in nature will at all times be in good standing with the Oregon State Bar and be covered by appropriate professional malpractice insurance.
12. Any mentor who is an attorney and desires to enter into an attorney client relationship with a member and/or their project shall only do so pursuant to a written retainer agreement with such member and/or project. However, this formal attorney/client relationship shall *not* be grounds for the attorney/mentor having to recuse him/herself from continuing to serve as mentor in the OSUVA Mentoring Program.
13. These policies may be revised or otherwise updated from time to time at the discretion of OSUVA based upon the evolving needs of the OSUVA Program, mentors, members and their projects. OSUVA will use best efforts to inform mentors of any such change to these policies.

**Protégés**

**THE ROLE OF PROTEGES**

The OSUVA Mentoring Program provides an in-house advisory board and limited business assistance and direction. This includes assistance in assessing and evaluating key management issues. The OSUVA staff shall use reasonable best efforts to properly match clients with appropriate mentors. A mentor/protégé relationship is based upon commitment by both the mentor and the protégé. There is an expectation of established ground rules and *active ongoing engagement*.

**Mentoring Meetings:**

Meetings between the client’s principals or officers and mentors will be held at a minimum *twice per month*. It is suggested that each client request additional meetings as needed. These meetings will focus on current challenges, specific milestones, validation of Canvas hypotheses and intended strategy. Sessions may be held in person, telephone, Skype or any method of mutual agreement.

**Protégé Responsibilities**

The client will send an agenda at least two days prior to each mentoring session. It is strongly recommended that the mentoring sessions be scheduled for a specific time and place (e.g., the second and fourth Tuesday of each month at 2:00 pm).

The client will take short notes at each mentoring session and submit these to the mentor with a copy to the OSUVA Directors.

**Remedies**

Each client is responsible for its actions and actions of its staff. A client is responsible for any costs or expenses to remedy a violation of these policies if OSUVA staff or representatives determine that that client was responsible. Violations of this agreement may result in fines, and/or expulsion from the OSUVA.

OSUVA Mentoring Program

MENTOR AGREEMENT / ACKNOWLEDGEMENT AND RELEASE

The OSUVA operates the OSUVA Mentoring Program (Program) of which I am or intend to be a participating mentor. The Program will assign to me one or more innovators and their related projects as needed.

As a condition of my eligibility and participation in the Program, I acknowledge that I have read, understand, and will abide by the OSUVA Statement of Principles and Procedures for participating mentors (a copy of which has been given to me), and that my participation in the Program is voluntary and without compensation.

As a further a condition of my eligibility and participation in the Program, I hereby release from liability and waive all claims against the OSUVA, Oregon State University or other related organization, and their respective directors, officers, staff, employees and agents and their respective successors, heirs and assigns (collectively Releasees) that I, my heirs, successors and assigns may have against any of the Releasees for any actual or claimed errors or other acts, or omissions, including, but not limited to negligent acts of any of the Releasees in relation to their participation or involvement in the Program.

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Information: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

OSUVA Mentoring Program

PROTÉGÉ AGREEMENT / ACKNOWLEDGEMENT

The OSUVA operates the OSUVA Mentoring Program (Program) of which I am or intend to be a participating protégé. The Program will assign to me one or more mentors.

As a condition of my eligibility and participation in the Program, and on behalf of myself as a protégé and on behalf of any firm or entity with which I am associated, I acknowledge that I have read, understand, and will abide by the OSUVA Statement of Principles and Procedures for participating mentors and protégés (a copy of which has been given to me), and that my participation in the Program is voluntary.

On behalf of myself and on behalf of any firm or entity with which I am associated, I further acknowledge and reaffirm all provisions of the OSUVA Client Agreement between OSU and me (or the firm or entity with which I am associated), including, without limitation, Sections 5 (Indemnification, Waiver and Release) and 7 (Confidentiality) of the OSUVA Client Agreement.

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Information: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_