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Item #11 details (1) a waiver of "client" proprietary and intellectual rights, (2) provides for complete indemnification of SBA/SBDC which could include failure to comply with standard of care procedures up to and including complete dereliction of duty AND (3) complete loss of routing and distribution of any and all documents provided by the CEO and business, many of which must be assumed to be at least confidential up to and including proprietary and actual patent language.

There is a large percentage of start up businesses with PCT in some form or stage that specifically seeks guidance in these technical areas, so for a start-up CEO to accept this risk for free counseling with no outcome agreements (of course) would be a mistake for the CEO to proceed.

We CEO's will on occasion assume risk and provide indemnification, however ALWAYS with a performance based agreement and Non-Disclosure agreements in place.

I for one would have to walk away from this service and would be a great disappointment to the tens of thousands like me having greatly benefited from the exceptional services of SBDC professionals.

SBDC is undisputedly the local business muscle of SBA in every State of the Union, so proceeding with such language without client protections in place will dictate SBA legal protection exceeds the interests of those they are in-place to support and mentor. Overall such blanket legal protectionist statements are unenforceable and would most certainly be challenged in the near future.

I am confident SBA will amend the "disclaimer" in item 11 to better represent the new business client and continue the superb work SBA and SBDC performs every day. Thank you!

Regards,

SBDC Client, technology business founder and patent holder