

**VOLUNTARY WITHDRAWAL AGREEMENT  
IN THE MATTER OF**

**Firm's full legal name:** \_\_\_\_\_

**Firm's UEI number:** \_\_\_\_\_

\_\_\_\_\_ has agreed to voluntarily withdraw from continued participation in the 8(a) Business Development (8(a) BD) program under the following conditions:

- (1) The participation of \_\_\_\_\_ in the 8(a) BD Program shall be and hereby is withdrawn, such withdrawal to become effective as to all prospective assistance under Section 8(a) and 7(j) (10) of the Small Business Act from the time this Agreement is signed by the District/Deputy Director.
- (2) This matter is properly under the jurisdiction of the U.S. Small Business Administration.
- (3) The parties hereby expressly waive (i) further procedural steps, including any hearings, submission of proposed findings and conclusions, an initial decision by a hearings examiner, or final decision by the Associate Administrator for 8(a) BD; (ii) the requirement that the District/Deputy Director decision contain findings of fact and conclusions of law; and (iii) all rights to seek judicial review or otherwise to challenge the validity of this Agreement.
- (4) The process of negotiation and award of any 8(a) BD contracts and subcontracts currently pending shall cease. The applicable procurement agency or agencies be notified of the withdrawal of \_\_\_\_\_ from the 8(a) BD Program effective the date of this Agreement.
- (5) \_\_\_\_\_ is obligated to complete all previously awarded 8(a) BD contracts and subcontracts including modifications within the scope and priced options which may be exercised.
- (6) \_\_\_\_\_ acknowledges that "...[o]nce a concern or disadvantaged individual<sup>1</sup> upon whom eligibility was based has participated in the 8(a) BD Program, neither the concern nor that individual will be eligible again." (13 CFR §124.108(b)).
- (7) \_\_\_\_\_ will not be eligible for any further 8(a) contracting benefits derived from any ongoing 8(a) BD mentor-protégé relationship. Any ongoing 8(a) mentor-protégé relationship may be transferred to a small business mentor-protégé relationship in the event that \_\_\_\_\_ continues to qualify as a small business and continues to meet all other eligibility criteria. (13 CFR § 124.520(d)(1)(iii)).

**[SIGNATURES FOR 8(a) PARTICIPANT MUST BE OF THOSE DISADVANTAGED INDIVIDUALS UPON WHOM ELIGIBILITY WAS BASED OR THE LEGALLY AUTHORIZED REPRESENTATIVE OF THE 8(a) PARTICIPANT. IF MULTIPLE DISADVANTAGED OWNERS, EACH MUST SIGN]**

\_\_\_\_\_  
<sup>1</sup> This provision does not apply to those firms that are owned by tribes, ANCs, NHOs or CDCs.

\_\_\_\_\_  
[Name of Legally Authorized Representative(s) or  
Disadvantaged Owner(s)]

\_\_\_\_\_  
[Title (President or Equivalent)]

\_\_\_\_\_  
[Signature of Legally Authorized Representative(s) or  
Disadvantaged Owner(s)]

\_\_\_\_\_  
[Title (President or Equivalent)]

\_\_\_\_\_  
[Name of Firm]

\_\_\_\_\_  
Date

**[FOR SBA]**

\_\_\_\_\_  
[District Director/Deputy District Director Signature]  
[District Office]

\_\_\_\_\_  
Date (Date should be the same date in Certify)

This agreement is effective the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.