

Volume I – Mentor-Protégé Agreement



Department of Defense Office of Small Business Programs Mentor-Protégé Program Agreement Template

Companies that have been approved as a Mentor Firm in the Department of Defense (DoD) Mentor-Protégé Program and have identified a Protégé Firm must submit a signed Mentor-Protégé agreement for each Mentor-Protégé relationship to the Director of the Office of Small Business Programs (OSBP), Office of the Deputy Assistance Secretary of Defense (Industrial Policy), Office of the Under Secretary of Defense (Acquisition and Sustainment). For companies seeking direct reimbursement of developmental assistance costs, your submission shall be made through the cognizant Component (Military Department/Defense Agency) OSBP. For companies seeking credit of developmental assistance costs (to include hybrid agreements), your submission should be made through the cognizant Component and/or the Defense Contract Management Agency (DCMA). Regardless of the agreement type, an information copy of the executed agreement must be submitted to the DoD OSBP.

Please Note:

Credit Only/Hybrid Agreements: Developmental assistance costs associated with an existing DoD program and/or Component must be first approved by the cognizant Component Director, Small Business Programs (SBP). Credit agreements that are not associated with an existing DoD program and/or Component will be submitted for approval to Director, SBP, Defense Contract Management Agency (DCMA). Developmental assistance costs may only be incurred after receipt of an approval letter from DCMA regarding the prospective Mentor Firm's accounting treatment of developmental costs. **Note:** Official start date is the date of the DCMA approval letter, and shall not be earlier than the date of an advance agreement on the treatment of developmental assistance costs for credit and/or reimbursement negotiated pursuant to DFARS 219.7103-2.

Direct Reimbursement Agreements: Developmental assistance costs may only be incurred upon the award of a contract modification in accordance with DFARS 219.7103-2 that incorporates DFARS 252.232-7005, Reimbursement of Subcontractor Advance Payments--DoD Pilot Mentor-Protégé Program, and a separate line item for the Mentor-Protégé agreement, or a separate contract, if justified pursuant to DFARS Appendix I-103. **Note:** Official start date is the date of the contract modification.

The following template is provided as a guide to assist in the preparation of the Mentor-Protégé agreement, however at a minimum all elements below must be addressed. Attachments/addendums are welcome.

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1. Agreement Information

a. **Type:** *Check the agreement type that applies and provide the following.*

| | |
|----------------------|--|
| Reimbursable: | |
| Credit: | |
| Hybrid: | |

Note: In hybrid agreements, reimbursed costs cannot receive credit treatment, and vice versa.

b. **Period of Performance:** *State the period of time (in months) over which the developmental assistance will be performed - not to exceed two years.*

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

c. **For Direct Reimbursable:** *Please provide the following.*

| | |
|---|--|
| Military Department or Defense Agency: | |
| Contract Number (if known): | |

d. **Cost of Agreement:** *Provide the cost of the total developmental assistance to be provided by the Mentor Firm. Include a cost breakdown of each year of effort by category of cost.*

| Cost Category | <i>(Expressed in whole dollar amounts)</i> | | |
|--|--|---------------|-------|
| | Base Year | Option Year 1 | Total |
| Mentor Firm Labor | \$ | \$ | \$ |
| Travel / ODCs | \$ | \$ | \$ |
| Authorized Subcontractor(s) | \$ | \$ | \$ |
| Year Subtotals: | \$ | \$ | |
| Total Estimated Development Cost: | | | \$ |

Note: For Direct Reimbursement agreements please contact the Military Department/Defense Agency for additional guidance on the format and level of detail of your estimated cost submission. Be prepared to furnish a more detailed cost breakdown of the labor categories.

2. **Mentor Firm Eligibility.** *Provide a statement (be sure to include the date of approval) that the Mentor Firm has been previously approved under the DoD Mentor-Protégé Program and is still eligible to participate as a Mentor Firm per the requirements set by DFARS Appendix I-102, (provide a copy of approval letter, if available) or attach the Mentor Firm Application.*

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3. Mentor Firm Information. *Provide the following.*

| | |
|-------------------------|--|
| Firm Name: | |
| Mailing Address: | |
| Phone Number: | |
| Fax Number: | |
| Homepage: | |
| Industry: | |

| | |
|---|--|
| Data Universal Numbering System (DUNS) Number: | |
| Unique Entity Identifier Number (UEID#): | |
| CAGE Code: | |

| | <i>Code (6-digit)</i> | <i>Title</i> |
|---|-----------------------|--------------|
| Primary North American Industry Classification System (NAICS) Codes: | | |
| | | |
| | | |
| | | |
| Product or Service (PSC) Codes: | | |
| | | |
| | | |
| | | |

4. Mentor Firm Background. *Provide a brief summary about the Mentor Firm including a company profile, volume of DoD/DLA contracts, and accomplishments under their Small Business programs. Indicate whether the Mentor Firm has one or more DoD contracts with an active small business subcontracting plan.*

| | | |
|--|------------|-----------|
| Indicate whether the Mentor Firm company has ever been a small business | <i>Yes</i> | <i>No</i> |
| | | |

| | <i>If yes, please indicate all that apply</i> |
|--|---|
| Small Disadvantaged Business (SDB): | |
| Woman-Owned Small Business (WOSB): | |
| Economically Disadvantaged Woman-Owned Small Business (EDWOSB): | |
| Historically Underutilized Business Zone (HUBZone) Business: | |
| Veteran Owned Small Business (VOSB): | |
| Service Disabled Veteran Owned Small Business (SDVOSB): | |
| An employer of severely disabled as defined in DFARS App. I-101.4: | |
| A small business that was provider of critical capabilities to DoD: | |
| Non-traditional defense contractor as defined in 10 USC 2302(9): | |

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| | |
|--|--|
| Business entity owned and controlled by an Indian Tribe; | |
| Business entity owned and controlled by an Alaskan Native Corporation: | |
| Business entity owned and controlled by a Native Hawaiian Organization: | |

| | | |
|---|------------|-----------|
| Indicate if the Mentor Firm is a graduate of the DoD Mentor Protégé program: | <i>Yes</i> | <i>No</i> |
| | | |
| If yes, indicate agreement Mentor Firm: | | |
| If yes, indicate previous agreement DoD sponsoring Agency: | | |
| If yes, indicate previous agreement completion date: | | |

| | | |
|---|------------|-----------|
| Indicate if the Mentor Firm is a participant in the Small Business Innovation Research (SBIR) or Small Business Technology Transfer (STTR) programs: | <i>Yes</i> | <i>No</i> |
| | | |

| | | |
|---|------------|---|
| Indicate is the Mentor Firm is a small business assistance provider: | <i>Yes</i> | <i>No</i> |
| | | |
| | | <i>If yes, please Indicate all that apply</i> |
| Under another Federal Agency's Mentor Protégé Program: | | |
| Partnership Intermediary: | | |
| Other assistance arrangement: | | |

| | | |
|---|------------|-----------|
| Indicate if the Mentor Firm has been a participant in the 8(a) business development program: | <i>Yes</i> | <i>No</i> |
| | | |
| If yes, indicate graduation date: | | |

5. Mentor Firm Capacity and Capability. *Identify and describe the Mentor Firm's qualifications, capabilities, experience with small business assistance, expertise in related technical areas, proposed facilities and equipment, and capacity for achieving the proposed agreement objectives.*

6. Protégé Firm Eligibility. *Provide a statement that the Protégé Firm is currently eligible to participate in the DoD Mentor Protégé Program as a “disadvantaged small business (DSB) concern” as defined in Public Law 101-510, Section 831, as amended, pursuant to all of the following criteria below:*

- (1) A small business concern as defined in the Small Business Act, 15 U.S.C. 631 et seq., and implementing SBA regulations in Title 13 of the Code of Federal Regulations;
- (2) Eligible for the award of Federal contracts;
- (3) Not more than the Small Business Administration (SBA) size standard for its primary North American Industry Classification System (NAICS) code;
- (4) Not owned or managed by individuals or entities that directly or indirectly have stock options or convertible securities in the Mentor Firm;

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- (5) Is not currently a party to another Mentor Protégé agreement under the DoD Mentor-Protégé Program authority, 10 U.S.C. 2302 note;
- (6) Has not had another Mentor Protégé agreement under the DoD Mentor-Protégé Program authority, 10 U.S.C. 2302 note, more than five year previously; and
- (7) At least one of the following:
 - (A) A small business concern owned and controlled by socially and economically disadvantaged individuals as defined in section 8(d)(3)(C) of the Small Business Act (15 U.S.C. 637(d)(3)(C)).
 - (B) A business entity owned and controlled by an Indian tribe as defined by section 8(a)(13) of the Small Business Act (15 U.S.C. 637(a)(13));
 - (C) A business entity owned and controlled by a Native Hawaiian Organization as defined by section 8(a)(15) of the Small Business Act (15 U.S.C. 637(a)(15));
 - (D) A qualified organization employing severely disabled individuals operating on a for-profit or nonprofit basis that -
 - (i) Uses rehabilitative engineering to provide employment opportunities for severely disabled individuals and integrates severely disabled individuals into its workforce;
 - (ii) Employs severely disabled individuals at a rate that averages not less than 20 percent of its total workforce;
 - (iii) Employs each severely disabled individual in its workforce generally on the basis of 40 hours per week; and
 - (iv) Pays not less than the minimum wage prescribed pursuant to section 6 of the Fair Labor Standards Act (29 U.S.C. 206) to those employees who are severely disabled individuals (as defined in section 8501 of title 41, United States Code) or a severely disabled individual (as defined in such section).
 - (E) A small business concern owned and controlled by women, as defined in section 8(d)(3)(D) of the Small Business Act (15 U.S.C. 637(d)(3)(D));
 - (F) A small business concern owned and controlled by service-disabled veterans (SDVOSB) as defined in Section 8(d)(3) of the Small Business Act (15 U.S.C. 637(d)(3));
 - (G) A qualified HUBZone small business concern (as defined in section 31(b) of the Small Business Act [15 U.S.C. 657a(b)]);
 - (H) A small business concern that –
 - (i) Is a non-traditional defense contractor, as such term is defined in 10 U.S.C. 2302; or
 - (ii) Currently provides goods or services in the private sector that are critical to enhancing the capabilities of the defense supplier base and fulfilling key Department of Defense needs.

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| | <i>Indicate all that apply</i> |
|---|--------------------------------|
| A small business concern as defined in the Small Business Act, 15 U.S.C. 631 et seq., and implementing SBA regulations in Title 13 of the Code of Federal Regulations: | |
| Eligible for the award of Federal contracts: | |
| Not more than the SBA size standard for its primary NAICS code: | |
| Not owned or managed by individuals or entities that directly or indirectly have stock options or convertible securities in the Mentor Firm: | |
| Is not currently a party to another Mentor Protégé agreement under the DoD Mentor-Protégé Program authority, 10 U.S.C. 2302 note: | |
| Has not had another Mentor Protégé agreement under the DoD Mentor-Protégé Program authority, 10 U.S.C. 2302 note, more than 5 years previously: | |

| | <i>Indicate all that apply</i> |
|--|--------------------------------|
| Small Business Concern owned and controlled by socially and economically disadvantaged individuals | |
| Business entity owned and controlled by an Indian tribe | |
| Business entity owned and controlled by a Native Hawaiian organization | |
| Qualified organization employing severely disabled individuals | |
| Small Business Concern owned and controlled by women | |
| Small Business Concern owned and controlled by service-disabled veterans | |
| Qualified HUBZone small business concern | |
| Non-traditional defense contractor | |
| Currently provide goods or services in the private sector that are critical to enhancing the capabilities of the defense supplier base and fulfilling key DoD needs | |

7. Protégé Firm Information. *Provide the following:*

| | | |
|---|-----------------------|--|
| Firm Name: | | |
| Mailing Address: | | |
| | | |
| | | |
| Phone Number: | | |
| Fax Number: | | |
| Homepage: | | |
| Industry / Business Type: <i>(e.g. Service - 80% Manufacturing - 20%)</i> | Construction: | |
| | Manufacturing: | |
| | R&D: | |
| | Service: | |

| | |
|---|--|
| Year Established: | |
| Number of years in business: | |
| Number of Full Time Employees (FTE): | |

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| Annual Revenue for the Past 3 Years: | <i>Year</i> | <i>Revenue</i> | |
|--------------------------------------|-------------|----------------|--|
| | | | |
| | | | |

| | |
|---|--|
| CAGE Code: | |
| Unique Entity Identifier Number (UEID#): | |
| Data Universal Numbering System (DUNS) number: | |

| Indicate if the Protégé Firm has been admitted in the 8(a) business development program: | <i>Yes</i> | <i>No</i> |
|--|------------|-----------|
| | | |
| If yes, indicate date graduated or the currently expected graduation date: | | |

8. Protégé Firm North American Industrial Classification System Codes (NAICS). *Provide the NAICS code(s) which represents the contemplated supplies or services to be provided by the Protégé Firm to the Mentor Firm and a statement that at the time the agreement is submitted for approval, the Protégé Firm, does not exceed the size standard for the appropriate NAICS code.*

| | Code (6-digit) | Title |
|-------------------------|----------------|-------|
| Primary NAICS | | |
| Additional NAICS | | |
| | | |
| | | |
| | | |
| | | |

9. Percent (%) Owned. *Provide percent of the Protégé Firm currently owned by the Mentor Firm.*

| | |
|-----------------------------|--|
| % Mentor Firm Owned: | |
|-----------------------------|--|

10. Protégé Firm Historical Background: *Provide a brief summary about the company, including the company profile, and historical and recent activities and accomplishments. Include a description of the company’s ability to participate in the DoD Mentor-Protégé Program without impairing the company’s day-to-day operations (i.e., business management, revenue stream).*

Specify if you are seeking assistance to help you transition technology and innovations, e.g., those developed under the Small Business Innovation Research (SBIR), Small Business Technology Transfer (STTR), Rapid Innovation Fund (RIF) Programs, technology licensed under a Patent License Agreement (PLA), or operating under a Cooperative Research and Development Agreement (CRADA).

| Indicate if the Mentor Protégé relationship derives from, extends, or logically concludes efforts from a Small Business Innovation Research (SBIR) or Small Business Technology Transfer (STTR) award: | <i>Yes</i> | <i>No</i> |
|--|------------|-----------|
| | | |

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| | |
|--|--|
| If yes, indicate the SBIR/STTR topic number: | |
| If yes, indicate the SBIR/STTR contract number: | |
| If yes, indicate the Government point of contact: | |

| | | |
|--|------------|-----------|
| Indicate if the Mentor Protégé relationship derives from, extends, or logically concludes efforts from a Rapid Innovation Fund (RIF) award: | <i>Yes</i> | <i>No</i> |
| | | |
| If yes, indicate the RIF contract number: | | |
| If yes, indicate the Government point of contact: | | |

| | | |
|---|------------|-----------|
| Indicate if the Mentor Protégé relationship derives from, extends, or logically concludes efforts from a Accelerate the Procurement and Fielding of Innovative Technologies (APFIT) award: | <i>Yes</i> | <i>No</i> |
| | | |
| If yes, indicate the APFIT contract number: | | |
| If yes, indicate the Government point of contact: | | |

| | | |
|---|------------|-----------|
| Indicate if the Mentor Protégé relationship derives from, extends, or logically concludes efforts from a Cooperative Research and Development Agreement (CRADA) or Patent License Agreement (PLA): | <i>Yes</i> | <i>No</i> |
| | | |
| If yes, indicate the CRADA or PLA contract number: | | |
| If yes, indicate the Government point of contact: | | |

11. Protégé Firm-Obtained DoD Prime contract Awards. *Provide the number and total dollar amount of DoD Prime contract awards obtained by the Protégé Firm during the two preceding fiscal years (if any). Please note fiscal year here represent the government’s fiscal year which runs October 1 through September 30.*

| Total DoD Prime Contract Awards | | | |
|---------------------------------|--------|-----------------------|------------------------|
| Fiscal Year | Number | Funded Contract Value | Dollar Amount Received |
| FY-__ | | \$ | \$ |
| FY-__ | | \$ | \$ |
| FY-__ | | \$ | \$ |

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12. Protégé Firm-Obtained DoD Subcontract Awards. *Provide the number and total dollar amount of DoD subcontract awards obtained by the Protégé Firm during the two preceding fiscal years (if any). Please note fiscal year here represent the government’s fiscal year which runs October 1 through September 30.*

| Total DoD Subcontract Awards | | | |
|------------------------------|--------|-----------------------|------------------------|
| Fiscal Year | Number | Funded Contract Value | Dollar Amount Received |
| FY-__ | | \$ | \$ |
| FY-__ | | \$ | \$ |
| FY-__ | | \$ | \$ |

13. Mentor Firm DoD Subcontract Awards to Protégé Firm. *Provide the number and total dollar amount of DoD subcontract awards made to the identified Protégé Firm by the Mentor Firm during the two preceding fiscal years (if any). Please note fiscal year here represent the government’s fiscal year which runs October 1 through September 30.*

| Total DoD Subcontract Awards to this Protégé Firm | | |
|---|--------|---------------|
| Fiscal Year | Number | Dollar Amount |
| FY-__ | | \$ |
| FY-__ | | \$ |

14. Mentor Firm Other Federal Agency Subcontract Awards to Protégé Firm. *Provide the number and total dollar amount of Federal Agency (other than DoD) subcontract awards made to the identified Protégé Firm by the Mentor Firm during the two preceding fiscal years (if any). Please note fiscal year here represent the government’s fiscal year which runs October 1 through September 30.*

| Total Federal Agency Subcontract Awards to this Protégé Firm | | |
|--|--------|---------------|
| Fiscal Year | Number | Dollar Amount |
| FY-__ | | \$ |
| FY-__ | | \$ |

15. Protégé Firm’s Past Participation in the DoD Mentor-Protégé Program. *Provide the following information if the Protégé Firm has previously participated in the DoD Mentor-Protégé Program during the last five (5) years. Provide a statement (separate enclosure to this agreement) that there will be no duplication of effort (i.e., developmental assistance provided by the Mentor Firm) previously provided to the Protégé Firm under prior agreements. This must be agreed upon and presented on letterhead from both the Mentor and Protégé Firms.*

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| | |
|---|--|
| Previous Mentor Firm Name: | |
| Sponsoring Military Dept./Agency: <i>(e.g., Army, Navy, Air Force, DCMA, DIA, DLA, MDA, NGA, NSA)</i> | |
| Type: <i>(credit or direct reimbursed)</i> | |
| Period of performance of previous agreement: <i>(in months)</i> | |
| Termination Date: <i>(if applicable)</i> | |
| Termination Reason: <i>(if applicable)</i> | |

16. Potential Mentor Firm Subcontracting Opportunities. *Provide the Fiscal Year, description, subcontract type and estimated dollar value of subcontracts anticipated to be awarded to the Protégé Firm for both competitive and non-competitive awards. Please note fiscal year here represent the government’s fiscal year which runs October 1 through September 30.*

| Fiscal Year | Description of <u>Competitive</u> subcontracts to include: the name of program of which Protégé Firm will be a supplier and anticipated work | Type | Estimated Value |
|--------------------|---|-------------|------------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

| Fiscal Year | Description of <u>Non-Competitive</u> subcontracts to include: the name of program of which Protégé Firm will be a supplier and anticipated work | Type | Estimated Value |
|--------------------|---|-------------|------------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Note: Do not include estimates for any awards that you are currently bidding on, unless the numbers are based on documented historical annual averages for your company.

17. Developmental Assistance Program. *Describe the developmental program for the Protégé Firm specifying (using a sentence or two for each item listed) the type of assistance planned. Provide how this developmental assistance program will address the Protégé Firm’s identified needs to enhance their ability to perform as a subcontractor and supplier under DoD, Federal, and/or commercial contracts and subcontracts; and 2) increase small business subcontracting opportunities in industry categories where eligible Proteges or other small business firms are not dominant in the Mentor’s vendor base. Information shall include identification and description of major tasks anticipated to be accomplished. If applicable, identify tasks that any Authorized Subcontractor will participate in.*

Your developmental assistance program is not expected to conform to only the examples listed below, nor is your developmental assistance program expected to provide assistance in all of the examples cited. Please also note that some examples cited under (a)(i) and (a)(ii) may be interchangeable within the two categories.

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Types of developmental assistance allowable under the program are:

(1) Assistance by Mentor Firm personnel in —

(i) General Business Development/Corporate Infrastructure: (See example list below)

Example List

- Organizational Planning Management
 - Strategic planning, business planning, legal/risk management, proposal development
- Business Development/Marketing/Sales
 - Market research, product forecasting, web-based marketing, e-commerce
- Human Resource Management
- Financial Management
- Contract Management
- Facilities and Plant Management – security, health & safety, OSHA standards

(ii) Engineering and technical: (See example list below)

Example List

- Quality Management Programs
 - ISO 9000 certification, SEI/CMM certification
- Logistic Systems
 - Supply chain management, transportation management
- Sensing & Imagery
- Environmental Remedial System Design
- Hazardous Material Control
- Metal Machining
- Fiber Optics System Design
- Network Systems
 - Design and engineering, implementation
- Information System Design
- Tooling Design & Fabrication
- Product Assembly Technique
- Supply Chain Management

(iii) Any other assistance designed to develop the capabilities of the Protégé Firm under the developmental program.

(2) Award of subcontracts under DoD contracts or other contracts on a non-competitive basis.

(3) Payment of progress payments for the performance of subcontracts by a Protégé Firm in amounts as provided for in the subcontract; but in no event may any such progress payment exceed 100 percent of the costs incurred by the Protégé Firm for the performance of the subcontract. Provision of progress payments by a Mentor Firm to a Protégé Firm at a rate other than the customary rate for the Protégé Firm shall be implemented in accordance with FAR 32.504(c).

(4) Advance payments under such subcontracts. Mentor Firms must administer advance payments in accordance with FAR Subpart 32.4.

(5) Loans.

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- (6) Investment(s) in the Protégé Firm in exchange for an ownership interest in the Protégé Firm, not to exceed 10 percent of the total ownership interest. Investments may include but not be limited to cash, stock, contributions in kind, etc.
- (7) Assistance obtained by the Mentor Firm for the Protégé Firm from one or more of the following:
 - (i) Small Business Development Centers (SBDC) established pursuant to section 21 of the Small Business Act (15 U.S.C. 648);
 - (ii) Entities providing procurement technical assistance pursuant to chapter 142 of Title 10 U.S.C. (Procurement Technical Assistance Centers.);
 - (iii) A historically Black college as referred to in section 10 U.S.C. 2323;
 - (iv) A minority institution of higher education that means an institution of higher education with a student body that reflects the composition specified in section 312(b)(3), (4), and (5) of the Higher Education Act of 1965 (20 U.S.C. 1058(b)(3), (4), and (5)); or
 - (v) Women’s business centers described in section 29 of the Small Business Act (15 U.S.C. 656).

18. Authorized Subcontractor(s). *Provide the following, if applicable.*

| | | |
|---|------------------------------|---------------|
| Authorized Subcontractor #1 Name | | |
| Indicate the estimated percentage of the Protégé Firm's developmental assistance to be performed by the authorized subcontractor | | |
| Mailing Address | | |
| Authorized Subcontractor #1 Lead Name | | |
| Phone Number(s) | <i>Office</i> | <i>Mobile</i> |
| | | |
| Email Address | | |
| Authorized Subcontractor #1 Type | <i>Check appropriate box</i> | |
| Historically Black College (HBCU) | | |
| Minority Serving Institution (MSI) | | |
| Apex Accelerator (formerly PTAC) | | |
| Small Business Development Center (SBDC) | | |
| Women's Business Center (WBC) | | |
| Manufacturing Extension Partnership (MEP) | | |
| Manufacturing Innovation Institute (MII) | | |

| | | |
|---|------------------------------|---------------|
| Authorized Subcontractor #2 Name | | |
| Indicate the estimated percentage of the Protégé Firm's developmental assistance to be performed by the authorized subcontractor | | |
| Mailing Address | | |
| Authorized Subcontractor #2 Lead Name | | |
| Phone Number(s) | <i>Office</i> | <i>Mobile</i> |
| | | |
| Email Address | | |
| Authorized Subcontractor #2 Type | <i>Check appropriate box</i> | |

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| | |
|---|--|
| Historically Black College (HBCU) | |
| Minority Serving Institution (MSI) | |
| Apex Accelerator (formerly PTAC) | |
| Small Business Development Center (SBDC) | |
| Women's Business Center (WBC) | |
| Manufacturing Extension Partnership (MEP) | |
| Manufacturing Innovation Institute (MII) | |

19. Value to the Department of Defense. *Provide a summary of the value(s) this agreement will bring in support of the Department of Defense's, Military Departments'/Other Defense Agencies', and the Warfighters' mission(s).*

Examples:

- (a) Stimulate and transition innovative technologies into established Defense Acquisition programs
- (b) Resolve operational challenges and other critical national security requirements
- (c) Increase supplier base and improve competition in key defense industries or emerging technical domains

20. Milestones. *Define milestones for providing the identified developmental assistance. (Gantt chart) The charts will be submitted with the agreement execution and updated charts will be submitted to program managers every calendar quarter.*

21. Metrics. The success of the Mentor-Protégé program will be measured quarterly by a system of metrics designed to ensure adherence to the milestones outlined in the program plan, achieve complete technology transfers in the business and achievement of revenue and contracting awards. The Mentor Firm, following review by the Protégé Firm will submit the quarterly status to the cognizant Component Program Manager and DCMA representative. An information copy will also be sent to the OUSD (A&S) OSBP Mentor-Protégé Program Manager. Program progress will be measured quarterly and in the Semi-Annual reports. In addition to the developmental assistance plan, provide factors to assess the Protégé Firm's developmental progress under the Program. Mandatory quantitative measures for the success of this program will include but are not limited to the following:

- (1) Planned tasks started on time; planned tasks behind schedule
- (2) Planned tasks completed on time; planned completions behind schedule
- (3) Development program on/off schedule
- (4) The number of certifications completed and in progress
- (5) Agreement budget variance report by task area/developmental assistance categories (see section 12(a) of this template for assistance category)
- (6) The number of DoD prime/sub contracts, Federal subcontracts, other contracts awarded to Protégé Firm
- (7) Annual revenue of Protégé Firm

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(8) Status of Semi-Annual report submission.

22. Termination

(1) Effect of Termination

- (i). Termination of a Mentor-Protégé agreement will not impair the obligations of the Mentor Firm to perform pursuant to its contractual obligations under Government contracts and subcontracts.
- (ii). Termination of all or part of the Mentor-Protégé agreement will not impair the obligations of the Protégé Firm to perform pursuant to its contractual obligations under any contract awarded to the Protégé Firm by the Mentor Firm.

(2) Termination Procedures (Mentor Firm)

- (i). **Voluntary:** *Provide the procedures for the Mentor Firm to notify the Protégé Firm in writing at least 30 days in advance of the Mentor Firm's intent to voluntarily withdraw its participation in the Program. Mentor Firms may only voluntarily terminate the Mentor-Protégé agreement if they no longer want to be a participant in the Program as a Mentor Firm.*
- (ii). **For Cause:** *Provide procedures for the Mentor Firm to terminate the Mentor-Protégé agreement for cause which provide —*
 - The Protégé Firm shall be furnished a written notice by the Mentor Firm of the proposed termination, stating the specific reasons for such action, at least 30 days in advance of the effective date of such proposed termination.
 - The Protégé Firm shall have 30 days to respond to such notice of proposed termination, and may rebut any findings believed to be erroneous and offer a remedial program.
 - Upon prompt consideration of the Protégé Firm's response, the Mentor Firm shall either withdraw the notice of proposed termination and continue the Protégé Firm's participation, or issue the notice of termination.

Note: The decision of the Mentor Firm regarding termination for cause, conforming with the requirements of this section, shall be final and is not reviewable by the DoD.

(3) Voluntary Termination Procedures (Protégé Firm). *Provide procedures for a Protégé Firm to notify the Mentor Firm in writing at least 30 days in advance of the Protégé Firm's intent to voluntarily terminate the Mentor-Protégé agreement.*

23. Assurances Concerning Joint Venture, Affiliation, and Other Matters. Mentor Firms are required to include written assurances in all agreements that—

- (1) The Mentor Firm does not share, directly or indirectly, with the Protege Firm ownership or management of the Protege Firm;
- (2) The Mentor Firm does not have an agreement, at the time the Mentor Firm enters into a Mentor-Protégé agreement, to merge with the Protege Firm;
- (3) The owners and managers of the Mentor Firm are not the parent, child, spouse, sibling, aunt, uncle, niece,

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nephew, grandparent, grandchild, or first cousin of an owner or manager of the Protege Firm;

- (4) The Mentor Firm has not, during the 2-year period before entering into a Mentor-Protége agreement, employed any officer, director, principal stock holder, managing member, or key employee of the Protege Firm;
- (5) The Mentor Firm has not engaged in a joint venture with the Protege Firm during the 2-year period before entering into a Mentor-Protége agreement, unless such joint venture was approved by SBA prior to making any offer on a contract;
- (6) The Mentor Firm is not, directly or indirectly, the primary party providing contracts to the Protege Firm, as measured by the dollar value of the contracts; and
- (7) The SBA has not made a determination of affiliation or control.
 - (i). For the purpose of this agreement, a joint-venture is a form of affiliation defined in 13 C.F.R. 121.103, e.g., contractual agreement joining together two or more parties for the purpose of executing a particular business undertaking. This is not meant to be confused with a teaming arrangement where no control can be exercised by either party as part of the arrangement.
 - (ii). For the purpose of this agreement, an affiliation is the state described in 13 C.F.R. 121.103, e.g., of having shared business interests or efforts (e.g. interlocking directorates or ownership, or where employees, equipment, and/or facilities, are shared). Assistance under the DoD MPP Program is not considered affiliation.

24. Size Status, Eligibility, Suspensions, and Debarments.

- a. **Representations of Disadvantaged Small Business (DSB) Concern Status:** *Mentor Firm must indicate whether it is relying in good faith on a written representation of the Protégé Firm that it meets the DSB status eligibility, except that a Mentor Firm is required to confirm a Protege's status as a HUBZone small business concern (see FAR 19.703(d)). In the event of a protest regarding the size or disadvantaged status of an entity selected to be a Protege Firm, the Mentor Firm must refer the protest to the SBA to resolve in accordance with 13 CFR Part 121 (with respect to size), 13 CFR Part 124 (with respect to disadvantaged status), or in accordance with any other applicable part of Title 13 of the C.F.R.*
- b. **Maintaining Eligibility Status:** Mentor Firm and Protégé Firm must agree to inform each other and the relevant DoD or Component OSBP within 30 days of any circumstances affecting their continued eligibility status under this agreement.
- c. **Effect of Size or Status Determinations:** If at any time the SBA (or DoD in the case of entities employing severely disabled individuals) determines that a Protege is ineligible, assistance that the Mentor Firm furnishes to the Protege after the date of the determination may not be considered assistance furnished under the DoD MPP Program.
- d. **Effect of Mentor Firm's suspension or debarment:** If the Mentor Firm is suspended or debarred while performing under an approved Mentor-Protége agreement, the Mentor Firm—
 - (i). May continue to provide assistance to its Protege Firms pursuant to approved Mentor-Protége agreements entered into prior to the imposition of such suspension or debarment;
 - (ii). May not be reimbursed or take credit for any costs of providing developmental assistance to its Protege Firm, incurred more than 30 days after the imposition of such suspension or debarment; and
 - (iii). Must promptly give notice of its suspension or debarment to its Protege Firm and the cognizant

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Component Director, SBP.

25. Additional Terms and Conditions. *Describe any other additional terms and conditions as may be agreed upon by both parties.*

Note: All correspondence and inquiries by OUSD (A&S), cognizant Components, and DCMA will be addressed to the Points of Contact that you provide below.

26. Mentor Firm Mentor Protégé Agreement Program Manager (POC).

| | | |
|---|---------------|---------------|
| Mentor Protégé Program Manager Name: | | |
| Title: | | |
| Address: | | |
| Phone Number(s): | <i>Office</i> | <i>Mobile</i> |
| | | |
| Fax Number: | | |
| Email Address | | |

27. Mentor Firm Contracting Point of Contact (POC).

| | | |
|-------------------------|---------------|---------------|
| Name: | | |
| Title: | | |
| Address: | | |
| Phone Number(s): | <i>Office</i> | <i>Mobile</i> |
| | | |
| Fax Number: | | |
| Email Address | | |

28. Protégé Firm Point of Contact (POC).

| | | |
|-------------------------|---------------|---------------|
| Name: | | |
| Title: | | |
| Address: | | |
| Phone Number(s): | <i>Office</i> | <i>Mobile</i> |
| | | |
| Fax Number: | | |
| Email Address | | |

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29. Procuring Contracting Officer (PCO). *(Direct reimbursable agreements only)*

| | | |
|-------------------------|---------------|---------------|
| Name: | | |
| Title: | | |
| Address: | | |
| Phone Number(s): | <i>Office</i> | <i>Mobile</i> |
| | | |
| Fax Number: | | |
| Email Address | | |

30. Mentor Firm’s Cognizant Administrative Contracting Officer (ACO).

| | | |
|-------------------------|---------------|---------------|
| Name: | | |
| Title: | | |
| Address: | | |
| Phone Number(s): | <i>Office</i> | <i>Mobile</i> |
| | | |
| Fax Number: | | |
| Email Address | | |

31. Mentor Firm’s Cognizant Defense Contract Management Agency (DCMA) Contract Administration Office (CAO).

| | | |
|-------------------------|---------------|---------------|
| Name: | | |
| Title: | | |
| Address: | | |
| Phone Number(s): | <i>Office</i> | <i>Mobile</i> |
| | | |
| Fax Number: | | |
| Email Address | | |

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32. Protégé Firm’s Cognizant Defense Contract Management Agency (DCMA) Contract Administration Office (CAO)

| | | |
|-------------------------|---------------|---------------|
| Name: | | |
| Title: | | |
| Address: | | |
| Phone Number(s): | <i>Office</i> | <i>Mobile</i> |
| | | |
| Fax Number: | | |
| Email Address | | |

33. Report & Review Requirement. *Attach a statement from each Firm indicating their willingness to comply with the Program’s reporting and review requirements (i.e., the semi-annual reports, the annual performance reviews that will be conducted by the Defense Contract Management Agency (DCMA)). The Protégé Firm must also include in their statement they will provide data on employment and revenues for two years after the conclusion of the agreement.*

34. Signature of Each Party. *The Mentor Firm and Protégé Firm are required to sign and date this agreement. **Titles of the individuals must also be included.** Please note: A Mentor Firm may not require an disadvantaged small business (DSB) concern to enter into a Mentor-Protégé agreement as a condition for being awarded a contract by the Mentor Firm including a subcontract under a DoD contract awarded to the Mentor Firm.*

Mentor Firm

Protégé Firm

Printed Name

Printed Name

Signature

Signature

Title

Title

Date

Date