



Office of  
**Small Business Programs (OSBP)**  
where small business makes a **big** difference



**Mentor-Protégé Program Guidebook**



As of March 2014

### Captions

1. In the International Space Station's Destiny laboratory, Robonaut 2 is pictured on January 2, during a round of testing for the first humanoid robot in space. (NASA)
2. The Soyuz TMA-03M spacecraft is rolled out by train on its way to the launch pad at the Baikonur Cosmodrome, Kazakhstan, Monday, December 19, 2011. (NASA/Carla Cioffi)
3. Backdropped against the blackness of space and clouds over Earth, the International Space Station is seen from Discovery as the two orbital spacecraft accomplish their relative separation on March 7 after an aggregate of 12 astronauts and cosmonauts worked together for over a week. During a post undocking flyaround, the crew members aboard the two spacecraft collected a series of photos of each other's vehicle. (NASA)

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# NASA Mentor-Protégé Program Guidebook

## 1. Purpose

The purpose of this guidebook is to provide integrated guidance for developing, submitting, and administering agreements under the NASA Mentor-Protégé Program (MPP).

## 2. Background

In 2007, NASA's Office of Small Business Programs (OSBP) suspended the MPP in order to revamp its policies and rules. The revamped program expanded the eligible categories of small business entities to include Small Disadvantaged Businesses (SDBs); Women-Owned Small Businesses (WOSBs); Historically Underutilized Business Zones (HUBZone) Concerns; Veteran-Owned Small Businesses (VOSBs); Service-Disabled Veteran-Owned Small Businesses (SDVOSBs); companies participating in the AbilityOne program; Historically Black Colleges and Universities (HBCUs); and Minority Institutions (MIs), as well as a pilot program for Small Business Innovation Research (SBIR) Phase II companies. In Fiscal Year 2013, Small Business Technology Transfer (STTR) Phase II companies were included as eligible protégés in the MPP.

The purpose of the MPP is to provide incentives for NASA contractors to assist eligible small businesses, as defined in NASA Federal Acquisitions Regulation (FAR) Supplement (NFS) 1819.72, in enhancing their capabilities to perform as prime contractors, subcontractors, and suppliers under Government and commercial contracts.

In a Mentor-Protégé Agreement (MPA), mentors incur costs when providing developmental assistance to protégés and are given credit toward their small business subcontracting goals.

## 3. Responsibilities

NASA's MPP has been designed to provide small businesses assistance in developing and strengthening capabilities that may enable them to perform successfully as prime and subcontractors in support of NASA's mission. To that end, responsibilities for program oversight and execution have been established as follows:

- ▶ **The NASA Contracting Officer's Representative (COR)** acts as a liaison between the mentor and the Contracting Officer. A signed endorsement letter from the COR must be added to the agreement package before submission to the Contracting Officer.
- ▶ **The NASA Contracting Officers (COs)** are responsible for adding approved MPAs to existing contracts through a contract modification. A signed letter endorsing the MPA must be added to the complete package before submission to the cognizant Center Small Business Specialist.

**The NASA Center Small Business Specialists (SBSs)** are responsible for the overall administration and management of their respective Center's MPAs. As the Center MPP point of contact, the SBS is responsible for reviewing all agreements received at the Center and endorsing the agreement before forwarding the complete application for final approval to NASA Headquarters OSBP. Additionally, the SBS will ensure that all agreements endorsed by the Center fulfill the requirements of NFS 1819.72.

- ▶ **The NASA Mentor-Protégé Program Manager (PM) at OSBP** coordinates and manages the program from the Headquarters perspective with participating Centers to ensure successful program execution.
- ▶ **The NASA Office of Small Business Programs** is responsible for overall NASA MPP administration, policy, and oversight. The OSBP will review all mentor applications and conduct annual MPA performance reviews that highlight the progress and accomplishments gained under the approved MPA.

#### 4. Eligibility To Participate

The mentor and protégé must both meet the established eligibility requirements in order to participate in the MPP as defined in NFS 1819.72 and summarized below. A list of approved mentors is available on the MPP Web site at <http://www.osbp.nasa.gov> for review.

**Mentors.** All approved mentors are eligible to participate in the program. Mentors must resubmit their application every 6 years to verify continued eligibility. Mentor applications can be submitted at any time during the year with or without a MPA. In accordance with NFS 1819.72, a mentor must be

- ▶ A large prime contractor performing under a NASA contract with at least one approved NASA subcontracting plan, as required by FAR 19.7 (the Small Business Subcontracting Program).
- ▶ Eligible for the receipt of Government contracts.

**Protégés.** To participate as a protégé, an entity must meet one of the eligibility requirements as defined in NFS 1819.72 and maintain that status for the life of the agreement. If the protégé self-certifies that it meets the eligibility requirements, a separate written self-certification of its small business status must be provided with the MPA. (Note: If the protégé's eligibility expires prior to the end of the agreement period, the agreement may still be approved for the entire agreement period but must include the condition that any credit received is subject to the protégé's recertification.) A protégé may not participate in the NASA MPP more than twice. In addition, a protégé may have only one NASA mentor at any given time. In accordance with NFS 1819.72, the following entities are eligible to be chosen as protégés:

- ▶ Small Disadvantaged Business (SDB)
- ▶ Women-Owned Small Business (WOSB)
- ▶ Historically Underutilized Business Zone (HUBZone) Concern
- ▶ Veteran-Owned Small Business (VOSB)
- ▶ Service-Disabled Veteran–Owned Small Business (SDVOSB)
- ▶ Historically Black College and University (HBCU)
- ▶ Minority Institution (MI)
- ▶ Small Business with an active NASA Small Business Innovation Research (SBIR)/Small Business Technology Transfer (STTR) Phase II contract
- ▶ Company participating in the AbilityOne Program

## 5. General Procedures

The mentor is solely responsible for selecting a protégé with whom it believes it can implement a successful agreement. When selecting a protégé, the mentor should consider the following:

- ▶ An entity with whom a mentor has an established relationship
- ▶ An entity's geographic proximity to the mentor
- ▶ An entity's attitude regarding being mentored
- ▶ If assistance provided will align with the protégé's strategic vision
- ▶ The synergy of the protégé's and mentor's capabilities
- ▶ The commitment to the agreement by both parties
- ▶ The stability of the protégé's management and financial status
- ▶ The entity's past performance
- ▶ The results of any contract/subcontract work between the mentor and protégé
- ▶ The subcontracting expectations
- ▶ An entity that has not previously participated twice in the NASA MPP and is not currently receiving developmental assistance under an active NASA MPA

A mentor may work with several protégés at the same time. However, a separate MPA must be submitted for each mentor-protégé relationship.

The mentor may obtain assistance for the protégé from one or more of the following sources:

- ▶ Small Business Development Centers, established pursuant to Section 21 of the Small Business Act (15 U.S.C. 648)
- ▶ Entities providing procurement technical assistance, pursuant to Chapter 142 of Title 10 U.S.C. (Procurement Technical Assistance Centers)
- ▶ Historically Black Colleges and Universities
- ▶ Minority Institutions

## 6. Agreements

A company that has been approved as a mentor in the NASA MPP and has identified an eligible entity to participate as a protégé must submit a signed MPA to ultimately be approved by the NASA OSBP Associate Administrator. Agreements should be structured only after a needs assessment of the protégé is completed by both parties, and mutually agreed upon. Evidence of the needs assessment must be submitted with the Mentor-Protégé Agreement submission.

Mentors must have an existing NASA prime contract or an Indefinite Delivery Order (IDO) type of contract that can be modified to include the provisions of the MPA. The contract may not be a Blanket Purchase Agreement (BPA) or a Basic Ordering Agreement (BOA). Generally, the mentor identifies the existing contract and conducts discussions with the cognizant NASA Center's CO, COR, PM, and SBS about developing the MPA.

The period of performance for a Mentor-Protégé Agreement may not exceed 3 years.

**Developmental Assistance.** Mentors may provide kinds of developmental and other business assistance that include the following:

- ▶ Engineering and technical assistance
- ▶ Aerospace and lean manufacturing
- ▶ Information assurance and information technology
- ▶ Environmental remediation
- ▶ Telecommunications and satellite services
- ▶ Network management and general IT services
- ▶ General business management and other developmental assistance (e.g., certifications)
- ▶ Awards of subcontracts under NASA contracts or other contracts, on a non-competitive basis
- ▶ Advance payments under such contracts. Mentors may administer advance payments in accordance with FAR Subpart 32.4 (Advance Payments for Non-Commercial Items)
- ▶ Loans
- ▶ Investment(s) in the protégé in exchange for an ownership interest in the protégé, not to exceed 10 percent of the total ownership interest. Investments may include but are not limited to cash, stock, contributions in kind, etc.

**Credit Agreements.** In a Mentor-Protégé Credit Agreement, a mentor receives credit toward its subcontracting goals:

Following the NASA Center review, the NASA Headquarters OSBP must review the MPA submission package within

10 business days of receipt, unless otherwise stated.

The MPA is then approved by the OSBP Headquarters Associate Administrator.

- ▶ Costs incurred under a Mentor-Protégé Credit Agreement are applied on a one-to-one basis toward applicable subcontracting goals, under a Federal Agency Subcontracting Plan (FAR 19.7). The credit is reported on the mentor's Individual Subcontracting Report (ISR) in the comments section twice a year. OSBP will verify the dollars against the semiannual reports.
- ▶ Agreements cannot exceed the protégé's eligibility period. If a protégé's certification-based eligibility expires prior to the end of the agreement period, the mentor may still submit the proposal for the entire period. However, the Contracting Officer must include a condition in the contract stating that the agreement is subject to the protégé's recertification.

**Award Fee Pilot Program.** Under the Award Fee Pilot Program, a mentor is eligible to receive a separate award fee for the accomplishment of its developmental efforts to the protégé. Guidance to participate in the program is listed below:

- ▶ Under the Pilot Program, mentors working with a NASA SBIR/STTR Phase II company are eligible to participate.
- ▶ When reviewing agreements for participation in the Award Fee Pilot Program, increased attention will be paid to the types of technical assistance being provided to the protégé.
- ▶ The evaluation criterion is based on the amount and quality of technology transfer and business development skills that will increase the protégé's Technology Readiness Levels (TRLs). TRLs

measure technology readiness on a scale of 1 to 9. A mentor should attempt to raise the TRL of the protégé and outline the goals and objectives in the MPA.

- ▶ A separate award fee review panel set up by NASA OSBP will use the semiannual reports and annual reviews in order to determine the amount of an award fee given at the end of the performance period of the agreement. To this end, both the mentor and the protégé must submit all semiannual reports on time in order to be considered for an award fee.
- ▶ An award fee review panel will be established solely for the review of MPAs. NASA OSBP will create this award fee review panel with the express purpose of reviewing the progress and success of the developmental assistance of the MPA. The award fee review panel will determine the amount of award fee that will be given to the mentor within 60 days of the end of the agreement period. This award fee determination may be included in the overall award fee period for the contract. The award fee will then be transferred to the mentor via the contract vehicle that was modified to include the MPA.

## 7. Agreement Contents

Mentor-Protégé Agreements must contain the following:

**Letters of Endorsement.** Signed letters of endorsement are required from the Contracting Officer, the Contracting Officer's Representative, and the Center Small Business Specialist.

**A Mentor Cover Letter.** The cover letter should outline the contents of the agreement and be signed by the mentor's POC.

**A Protégé Application.** The protégé application has to be developed using the template provided as Appendix A-3 of this guidebook. Please note that the protégé application should not be submitted in advance of an agreement submission.

**A Mentor-Protégé Agreement Compliance.** Mentors will develop the MPA using the template provided as Appendix A-2 of this guidebook. The agreement must contain sufficient information on planned developmental assistance to allow NASA to evaluate the proposed development plan.

**A Technical Proposal.** A detailed technical proposal that tracks easily to the cost proposal is imperative (e.g., the hours associated with each task described in the technical proposal should be visible in the cost proposal and traceable to the work breakdown structure).

- ▶ Hours and dollar values associated with technical transfer should be approximately 70 percent of the proposed hours and cost; the remaining 30 percent of the proposed hours and cost may be related to business development tasks.
- ▶ The technical proposal shall include a milestone chart with soft dates (e.g., 60 days after the contract modification) to track the proposed technical assistance to be provided. Metrics shall also be included to measure progress and completion of each of the major developmental tasks.
- ▶ Utilize the work breakdown structure.

See the following example.

## Example Work Breakdown Structure

Cost of the Agreement				
	GFY 20__	GFY 20__	GFY 20__	TOTAL
Direct Labor Costs	\$100,000.00	\$101,880.00	\$129,000.00	\$330,880.00
Direct Labor Hrs	180	631	681	\$1,492.00
Indirect Costs				\$
HBCU/MI/PTAC/SBDC				\$
Other Direct Costs (i.e., Travel)	\$800.00	\$3,000.00	\$1,200.00	\$5,000.00
Other Direct Costs (i.e., Membership Dues)	\$300.00	\$300.00	\$300.00	\$900.00
<b>YEARLY TOTALS</b>	<b>\$41,600.00</b>	<b>\$142,820.00</b>	<b>\$153,820.00</b>	<b>\$338,240.00</b>

Other Direct Costs—Travel			
	NUMBER OF EMPLOYEES	NUMBER OF TRIPS	PLANE FARE
GFY 20__	2 Employees	1 trip	\$800.00
GFY 20__	5 Employees	3 trips	\$3,000.00
GFY 20__	2 Employees	2 trips	\$1,200.00

Other Direct Costs—Membership Dues		
	NUMBER OF EMPLOYEES	ABC SOCIETY
GFY 20__	10 Employees	\$1,000.00
GFY 20__	12 Employees	\$1,200.00
GFY 20__	16 Employees	\$3,200.00

**Technical Transfer.** Assistance in technical areas, provided by the mentor, must support the NASA mission and individual NASA Center needs. Examples of basic technical transfer include, but are not limited to, the following:

- ▶ (Quality Management Programs: ISO 9000 certification, SEI/CMM certification)
- ▶ Logistics Systems: Supply Chain Management, Transportation Management
- ▶ Sensing and Imagery
- ▶ Environmental Remediation System Design
- ▶ Hazardous Material Control
- ▶ Metal Machining
- ▶ Lean Six Sigma
- ▶ Fiber Optics Systems Design
- ▶ Network Systems: Design and Engineering, Implementation
- ▶ Information System Design
- ▶ Tooling Design and Fabrication
- ▶ Product Assembly Techniques

**Business Infrastructure.** Assistance pertaining to general business management or corporate infrastructure provided by the mentor includes, but is not limited to, the following:

- ▶ 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 and Safety, OSHA Standards
- ▶ Any other assistance designed to develop the capabilities of the protégé under the developmental program
  - ▶ For HBCU/MIs only, a 30/70-percent split is allowable for the labor hours and developmental assistance to be provided. Thirty percent may be related to technical transfer, and the remaining 70 percent may be related to business infrastructure. As a protégé, HBCU/MIs often do not have the corporate resources to produce sizeable amounts of technology transfer. HBCU/MIs benefit more from business development, and the mentor can establish a qualified source for contract awards to assist them in achieving their SBS goals.

**Cost Proposal.** When creating the cost proposal, please observe the following:

- ▶ Labor/salary is allowable for employees on the mentor's payroll only. Salaries of employees on the protégé's payroll and 1099 consultant employees are not allowed. Labor/salary values should be easily traceable in the technical proposal.
- ▶ Services to be provided by HBCU/MIs, Procurement Technical Assistance Centers (PTAC), or Small Business Development Centers (SBDC) for training are allowable and should not be included in the incidental costs. Any HBCU/MI, PTAC, or SBDC costs should not exceed 25 percent of the total cost of the developmental assistance to be provided.

Generally, the amount of work provided by one of these other entities will average about 10–15 percent of the developmental assistance, if any.

- ▶ Costs may NOT include any type of fee or profit.
- ▶ Protégé travel expenses related to training are the ONLY protégé expenses that may be claimed for credit. Marketing trips are not considered training and are NOT allowable for credit.
- ▶ Incidental costs or Other Direct Costs (ODCs) may not exceed 10 percent of the total cost of the proposal for the agreement. ODCs include all costs other than direct labor, overhead, and general and administrative costs associated with direct labor. Examples include travel, training, equipment, software, etc.
- ▶ The percentages for ODCs are to be clearly presented for each year and the total percentages presented for the length of the agreement.
- ▶ Under the MPA, purchases of capital equipment are not allowable. Any equipment that would normally be depreciated will be considered capital equipment.
- ▶ All Contractor Furnished Equipment (CFE) provided to the protégé for which the mentor receives subcontracting credit shall be abandoned in place at the protégé facility upon completion of the agreement.

## 8. Submission and Evaluation of a Mentor-Protégé Agreement

**Submission.** Mentors must submit their proposed mentor-protégé agreement to the Contracting Officer and Contracting Officer's Representative where the mentor holds a prime contract for letters of endorsement of the agreement. The complete package is then forwarded to the NASA Small Business Specialist at the NASA Center for review and endorsement of the agreement before forwarding the complete application for review and final approval to NASA Headquarters OSBP. OSBP is accepting MPAs year-round as part of a test pilot program. When Headquarters OSBP receives an MPA from the Centers for review, an acknowledgement of receipt is sent to the mentor POC, with notifications sent to the CO, COR, SBS, and protégé POC.

**Evaluation.** Headquarters OSBP reviews the MPA for up to 10 business days, excluding holidays. If OSBP has identified revisions to the agreement that need to be made, the mentor POC and SBS will be notified via e-mail. The SBS and mentor POC will coordinate the revisions before resubmitting the updated agreement to Headquarters OSBP.

Unsuccessful agreements may be revised and resubmitted a maximum of two times (original + one additional agreement submission). The evaluation of all proposed agreements will be based on the following criteria:

- ▶ Perceived benefit/value of the agreement to NASA
- ▶ Merit of the developmental assistance to the protégé
- ▶ Percentage of hours associated with technical transfer
- ▶ Subcontracting opportunities available to the protégé
- ▶ Utilization of HBCU/MIs, PTACs, and SBDCs
- ▶ Proposed cost

**Agreement Checklist** (for reference only). NASA verifies that all SBSs are utilizing the updated Agreement Checklist provided in the appendix.

## 9. Extensions or Modification of Milestones Contained in an Agreement

A mentor desiring to extend the period of performance or realign or add milestones to the MPA must submit a formal request to the cognizant NASA Center SBS. NASA may also request that the mentor submit new milestones if the developmental assistance effort is behind schedule, as determined in the semiannual reports, annual reviews, site visits, or as a result of communication with the mentor and/or protégé. Though extensions may be requested and milestones realigned, the total agreement period cannot exceed 36 months.

- ▶ The mentor's letter requesting an extension or a realignment or addition of milestones must include a justification explaining the necessity for the change and must be signed by both the mentor and the protégé. The letter must include
  - ▶ Milestones accomplished
  - ▶ Milestones not accomplished, with accompanying explanation
  - ▶ Proposed new milestones
  - ▶ Formal modifications to the agreement, signed by both parties. Updates to the developmental assistance being provided, milestones, metrics, and cost proposal should be included, if applicable
  - ▶ Justification for any additional credit
  - ▶ Cost expended to date

- ▶ The request must be submitted to a NASA Center SBS for review.
- ▶ The cognizant NASA Center shall endorse and forward the request to the NASA OSBP Mentor-Protégé Program Manager for NASA OSBP approval.

## 10. Agreement Termination

If the mentor and protégé decide to terminate the agreement prior to the scheduled completion date, a formal notification must be submitted to both the NASA Center that approved the agreement and NASA OSBP. The procedures for termination, as outlined below and on the agreement template, must be clearly stated and agreed to by both the mentor and protégé.

- ▶ **Voluntary Termination.** The mentor must notify the protégé in writing of its intent to voluntarily withdraw its participation from the MPP at least 30 days in advance of the effective termination date. A mentor may only terminate its agreement(s) voluntarily if it no longer wants to be a participant in that particular agreement. A mentor may participate in future Mentor-Protégé Agreements as long as they have active mentor status (6 years from the approval date).
- ▶ **Termination for Cause**
  - ▶ The mentor must furnish the protégé with a written and signed notice of the proposed termination, stating the specific reasons for such action, at least 30 days in advance of the effective date of the proposed termination.
  - ▶ The protégé will have 30 days to respond to the notice of proposed termination and may rebut any issues and offer a proposed plan of remediation.

- ▶ Within 30 days of the protégé's response, the mentor must either withdraw the notice of proposed termination and continue the MPA or issue the notice of termination to the cognizant NASA Center sponsoring the agreement and to NASA OSBP.
- ▶ **Termination by Protégé.** The protégé must submit a written and signed request for termination to the mentor at least 30 days in advance of the protégé's intent to terminate the agreement. The mentor is allowed to respond within that 30-day period and may rebut any finding believed to be erroneous and offer a remedial procedure. Upon prompt consideration of the mentor's response, the protégé must either withdraw the notice of proposed termination and continue the MPA or issue a notice of termination to the NASA Center sponsoring the agreement, NASA OSBP, and all relevant parties involved.
- ▶ The decision of the mentor regarding termination for cause will be final and will not be reviewed by NASA.
- ▶ If currently participating in the Award Fee Pilot Program, a termination renders the mentor ineligible for any award fee.
- ▶ **Semiannual reports** are due from mentors and protégés to NASA OSBP via the Centers every 6 months. Mentors are required to report on the progress made in each of their active agreements semiannually throughout the term of the agreement. The report is due 30 days after the end of each 6-month period, commencing at the start of the agreement. A template for the semiannual report may be accessed electronically at <http://www.osbp.nasa.gov>.

Protégés are also required to submit their own individually developed semiannual report, due 30 days after the end of each 6-month period, on the progress made in employment, revenues, and participation in NASA contracts during the prior 6-month period. The protégé's report is submitted separately from the mentor's report.

The required semiannual reports will be reviewed and used to determine whether the milestones outlined in the original MPA package are being met. The reports will also be used to assess the effect of the mentoring on the protégé. For participants in the Award Fee Pilot Program, semiannual reports will be used by the review panel to determine in part the amount of award fee given at the end of the agreement performance period.

- ▶ **Post-Agreement Reports.** The protégé is required to submit data on employment and revenue for each of the 2 years following the end of its Mentor-Protégé Agreement. These reports are due 1 month after the end of the first and second years. A template for the post-agreement report may be accessed electronically at <http://www.osbp.nasa.gov>.

## 11. Kickoff Meeting, Reporting, and Reviews

A Mentor-Protégé Agreement kickoff meeting will be held within 2 months of the start of the agreement. The parties present at the meeting include the Headquarters OSBP, MPP, PM, SBS, CO (and/or COR), mentor, protégé, and technical POCs. This meeting will outline the expectations of the partnership, mentor and protégé reporting requirements as described in NFS 1819.72, and expected outcomes of the agreement.

- ▶ **Reviews.** NASA will conduct annual performance reviews, as described in NFS 1819.72. These performance reviews will focus on the progress and accomplishments realized under approved Mentor-Protégé Agreements.

## 12. Frequently Asked Questions

### **Q1: How many agreements may a mentor and a protégé have?**

**A:** A mentor is not limited in the amount of NASA Mentor-Protégé Agreements they may have at the same time, whereas a protégé may only be in one active NASA MPA at a time. A protégé may not participate in the NASA MPP more than twice.

### **Q2: If I currently participate in another Federal agency's Mentor-Protégé Program, may I participate in the NASA Mentor-Protégé Program at the same time?**

**A:** The NASA MPP is completely separate from any other Federal agency's MPP, and thus, mentors and protégés may participate in one or both at the same time, as long as the protégé has the resources to be mentored under two different programs.

### **Q3: How long is a mentor approved to participate in the NASA MPP?**

**A:** A mentor approval letter is good for 6 years from the date of the letter. Six years after the date of approval the mentors must resubmit their mentor application with the updated information and go through the approval process again.

If mentors are disbarred or suspended from Government contracts for any reason, their mentor approval is automatically withdrawn and they may no longer participate in the NASA Mentor-Protégé Program.

### **Q4: Does a potential mentor need to apply by division, or is there a corporate-wide approval?**

**A:** Mentor approval may be corporate-wide, provided that mentor applications are filled out with information at the corporate level. Once the application is submitted with corporate information and approved, all divisions of the company are eligible to participate as a mentor.

### **Q5: What should a mentor consider when selecting a protégé?**

**A:** Mentor approval may be corporate-wide, provided that mentor applications are filled out with information at the corporate level. Once the application is submitted with corporate information and approved, all divisions of the company are eligible to participate as a mentor.

- ▶ An entity with whom a mentor has an established relationship
- ▶ An entity's geographic proximity to the mentor
- ▶ An entity's attitude regarding being mentored
- ▶ If assistance provided will align with the protégé's strategic vision
- ▶ The synergy of the protégé's and mentor's capabilities
- ▶ Commitment to the agreement by both parties
- ▶ Stability of the protégé's management and financial status
- ▶ The entity's past performance
- ▶ Results of any contract/subcontract work between the mentor and protégé
- ▶ Subcontracting expectations
- ▶ An entity that has not previously participated twice in the NASA MPP and is not currently receiving developmental assistance under an active NASA MPA.

**Q6: Where is the listing of all NASA SBIR/STTR Phase II awardees?**

**A:** The link to NASA SBIR/STTR Phase II companies may be found at <http://sbir.gsfc.nasa.gov/SBIR/STTR.html>.

**Q7: What is the protégé application?**

**A:** The protégé application is a separate application for potential protégé companies that details information about the company, including employee base and contracts received. However, it differs from the mentor application in that it is not submitted in advance of an agreement, but is submitted concurrently with the agreement package. Any protégé applications that are submitted without a complete agreement package will not be kept on file and will have to be resubmitted with the agreement. The template for the protégé application can be found at <http://www.osbp.nasa.gov/mentor-downloads.html>.

**Q8: What are the submission deadlines to submit a mentor application and a Mentor-Protégé Agreement?**

**A:** NASA Headquarters OSBP accepts mentor applications at any time and is currently accepting MPAs year-round as part of a test pilot program. The Centers will review and then either endorse or reject the agreements within 45 days. The SBS will review, endorse, and forward the complete MPA package to NASA OSBP. Upon receipt, NASA OSBP will have 10 business days, excluding weekends and holidays, to review and approve the agreement.

**Q9: What are the required documents that must be submitted with the agreement?**

**A:** A complete MPA consists of a package containing the following documents:

1. **Letters of Endorsement.** Signed letters of endorsement are required from the Contracting Officer, the Contracting Officer's Representative, and the Center Small Business Specialist.
2. **A Mentor Cover Letter.** The cover letter should outline the contents of the agreement and be signed by the mentor POC.
3. **A Protégé Application.** The protégé application has to be developed using the template provided in Appendix A-3 of this guidebook. Please note that the protégé application should not be submitted in advance of an agreement submission.
4. **A Mentor-Protégé Agreement.** Mentors will develop the MPA using the template provided as Appendix A-2 of this guidebook. The agreement must contain sufficient information on planned developmental assistance to allow NASA to evaluate the proposed development plan.
5. **A Technical Proposal.** A detailed technical proposal that tracks easily to the cost proposal is imperative (e.g., the hours associated with each task described in the technical proposal should be visible in the cost proposal and traceable to the work breakdown structure).
6. A cost proposal

**Q10: What is the agreement approval checklist?**

**A:** The agreement approval checklist is an internal form that is utilized by NASA to determine that all required elements are included in the agreement package. The checklist does not need to be submitted with the agreement but can be used as a reference.

**Q11: What are the selection criteria for MPA approval?**

**A:** All proposed agreements will be evaluated by the NASA Centers and Headquarters based on the following criteria:

- ▶ Perceived benefit/value of the agreement to NASA
- ▶ Merit of the developmental assistance to the protégé
- ▶ Percentage of hours associated with technical transfer
- ▶ Subcontracting opportunities available to the protégé
- ▶ Utilization of HBCU/MIs, PTACs, and SBDCs
- ▶ Proposed cost

**Q12: What is the limit on the period of performance for an MPA?**

**A:** An agreement may not exceed 36 months or 3 years from the date the agreement begins.

**Q13: If I previously participated in the NASA MPP prior to Fiscal Year 2007, will that affect my future participation?**

**A:** No, being a prior participant from the MPP before it was updated does not affect any future participation. Previous mentors are required to submit a mentor application before submitting any new agreements. While protégés are only allowed to participate in the new NASA MPP twice, any participation prior to the update does not count toward that total.

**Q14: What are examples of technical transfer?**

**A:** The developmental assistance provided under a Mentor-Protégé Agreement is expected to be at least 70 percent technical transfer, except for HBCU/MIs, where 30 percent may be related to technical transfer and the remaining 70 percent may be related to business infrastructure. Though this is by no means an exhaustive list, examples of technical transfer tasks may include

- ▶ Engineering and Technical Assistance
- ▶ Aerospace and Lean Manufacturing
- ▶ Information Assurance and Information Technology
- ▶ Environmental Remediation
- ▶ Telecommunications and Satellite Services
- ▶ Network Management and General IT Services
- ▶ Tooling Design and Fabrication
- ▶ Quality Management Programs: ISO 9000, SEI/CMMI
- ▶ Sensing and Imagery
- ▶ Environmental Remediation System Design
- ▶ Metal Machining
- ▶ Product Assembly Techniques
- ▶ Hazardous Material Control
- ▶ Lean Six Sigma

**Q15: What do the following acronyms mean?****A:**

- ▶ Administrative Contracting Officer (ACO)
- ▶ Associate Administrator (AA)
- ▶ Award Fee Pilot Program Basic Ordering Agreement (BOA)
- ▶ Blanket Purchase Agreement (BPA)
- ▶ Contract Administration Office (CAO)
- ▶ Contracting Officer (CO)
- ▶ Contracting Officer's Representative (COR)
- ▶ Contractor Furnished Equipment (CFE)
- ▶ Federal Acquisition Regulation (FAR)
- ▶ Government Fiscal Year (GFY)
- ▶ Historically Black College and University (HBCU)
- ▶ Historically Underutilized Business Zone (HUBZone)
- ▶ Indefinite Delivery Order (IDO)
- ▶ Individual Subcontracting Report (ISR)
- ▶ Mentor-Protégé Agreement (MPA)
- ▶ Mentor-Protégé Program (MPP)
- ▶ North American Industry Classification System (NAICS)
- ▶ Office of Small Business Programs (OSBP)
- ▶ Other Direct Costs (ODCs)
- ▶ Procurement Contracting Officer (PCO)
- ▶ Procurement Technical Assistance Centers (PTAC)
- ▶ Service-Disabled Veteran–Owned Small Business (SDVOSB)
- ▶ Small Business Development Centers (SBDC)
- ▶ Small Business Innovation Research (SBIR)
- ▶ Small Business Specialists (SBS)

If you have any further questions regarding the Mentor-Protégé Program, please call 202-358-2088.

## A-1. Mentor-Protégé Agreement Template

**Date of Submittal:** \_\_\_\_\_

### Overview

Companies that have been approved as mentors in the NASA Mentor-Protégé Program and have identified a protégé must submit a signed MPA for each mentor-protégé relationship. Signed agreements must first be endorsed by the SBS at the participating Center. The agreement is then forwarded by the Center to the OSBP Associate Administrator for final approval.

**Please note** that for all agreements, developmental assistance costs may only be incurred after the official start date, which is the date of the incorporation of the Mentor-Protégé Agreement into the identified contractual vehicle.

The following template is provided as a guide to assist in the preparation of the NASA MPA. The elements included in the template must be addressed in the agreement. Attachments/addendums are allowed as necessary.

**Agreement Information:** Check the agreement type that applies and provide the information requested.

**Credit** \_\_\_\_\_

**Award Fee Pilot Program** \_\_\_\_\_

**A1. Period of Performance:** State the period of time (in months) over which the developmental assistance will be performed—cannot exceed 3 years (36 months).

Period of Performance	
NUMBER OF MONTHS	
SPONSORING NASA CENTER	
CONTRACT NUMBER (IF KNOWN)	

**A2. Estimated Cost of Agreement:** Provide an estimate of the cost of the developmental assistance to be provided by the mentor. Include a yearly breakdown of cost elements to be funded. Please also include the cost proposal as a separate attachment, which will detail the costs included in the Work Breakdown Structure. See the following example.

**Cost of the Agreement**

	GFY 20__	GFY 20__	GFY 20__	TOTAL
Direct Labor Costs	\$100,000.00	\$101,880.00	\$129,000.00	\$330,880.00
Direct Labor Hrs	180	631	681	\$1,492.00
Indirect Costs				\$
HBCU/MI/PTAC/SBDC				\$
Other Direct Costs (i.e., Travel)	\$800.00	\$3,000.00	\$1,200.00	\$5,000.00
Other Direct Costs (i.e., Membership Dues)	\$300.00	\$300.00	\$300.00	\$900.00
<b>YEARLY TOTALS</b>	<b>\$41,600.00</b>	<b>\$142,820.00</b>	<b>\$153,820.00</b>	<b>\$338,240.00</b>

**Other Direct Costs—Travel**

	NUMBER OF EMPLOYEES	NUMBER OF TRIPS	PLANE FARE
GFY 20__	2 Employees	1 trip	\$800.00
GFY 20__	5 Employees	3 trips	\$3,000.00
GFY 20__	2 Employees	2 trips	\$1,200.00

**Other Direct Costs—Membership Dues**

	NUMBER OF EMPLOYEES	ABC SOCIETY
GFY 20__	10 Employees	\$1,000.00
GFY 20__	12 Employees	\$1,200.00
GFY 20__	16 Employees	\$3,200.00

**A3. Mentor Information.** Provide the following.

Mentor Information	
NAME OF MENTOR COMPANY	
DIVISION NAME	
DUNS NUMBER	
POINT OF CONTACT NAME	
POSITION TITLE	
ADDRESS	
PHONE	
FAX	
E-MAIL	
WEB SITE	
INDUSTRY (I.E., R&D, SVC, MFG)	
CAGE CODE	
DATE OF MENTOR APPROVAL	

**A4. Mentor Historical Background.** In fewer than 400 words, provide a brief summary of the mentor, including a profile and its historical activities and accomplishments under the small business and the mentor-protégé programs. Indicate whether the mentor has ever been officially classified as a small business.

### Mentor Historical Background

**A5. NASA Subcontract Awards to Protégé.** Provide the number and total dollar amount of NASA subcontract awards made to the protégé by the mentor during the two complete fiscal years immediately preceding the date of this agreement. If none, enter zero. **Please note that the Government Fiscal Year (GFY) is from October 1 to September 30.**

**NASA Subcontract Awards to Protégé**

GOVERNMENT FISCAL YEAR	NUMBER (#)	DOLLAR AMOUNT (\$)
GFY- _____		
GFY- _____		

**A6. Other Federal Agency (Excluding NASA) Subcontract Awards to Protégé.** Provide the number and total dollar amount of all other Federal agency (excluding NASA) subcontract awards made to the protégé by the mentor during the two complete fiscal years immediately preceding the date of this agreement. If none, enter zero. **Please note that the Government Fiscal Year is from October 1 to September 30.**

**Other Federal Agency (Excluding NASA) Subcontract Awards to Protégé**

GOVERNMENT FISCAL YEAR	NUMBER (#)	DOLLAR AMOUNT (\$)
GFY- _____		
GFY- _____		

**A7. Potential Subcontracts to the Protégé.** Provide the anticipated number, dollar value, and type of subcontracts (both NASA and other Federal agency) to potentially be awarded to the protégé by the mentor, consistent with the extent and nature of the mentor’s business.

**Potential Subcontracts to the Protégé**

GOVERNMENT FISCAL YEAR	NUMBER (#)	DOLLAR AMOUNT (\$)	TYPE (NASA OR OTHER FEDERAL)

**A8. Protégé Eligibility.** In fewer than 400 words, provide a statement certifying that the protégé is currently eligible to participate in the program pursuant to at least one of the criteria outlined in NASA FAR Supplement 1819.72. **Note: If the protégé is an 8(a) small business, attach a copy of the approval documentation from the U.S. Small Business Administration.**

Protégé Eligibility	

**A9. Protégé Information.** Please provide the following:

Protégé Information		
<b>NAME OF PROTÉGÉ</b>		
<b>ADDRESS</b>		
<b>TELEPHONE</b>		
<b>FAX</b>		
<b>WEB SITE</b>		
<b>INDUSTRY/BUS. TYPE</b> (E.G., MFG: 80%, R&D: 20%)	<b>CONSTRUCTION</b>	
	<b>MANUFACTURING</b>	
	<b>R&amp;D</b>	
	<b>SERVICE</b>	
<b>YEAR ESTABLISHED</b>		
<b>DUNS NUMBER</b>		

**Percent (%) Owned by Mentor.** Please note that at no time during an active agreement may a mentor own more than 10 percent of the protégé’s company.

**A10. Protégé's Previous Mentor-Protégé Program Participation.** Provide the following information only if the protégé has previously participated in the NASA Mentor-Protégé Program. Provide a statement as a separate enclosure to this agreement that there will be no duplication under this agreement of the assistance previously provided to the protégé under a prior agreement. This must be agreed to and presented on company letterhead by both the mentor and the protégé. If the previous agreement began prior to January 2008, then no statement is required.

### Prior NASA Mentor-Protégé Program Agreements

PREVIOUS MENTOR NAME

SPONSORING NASA CENTER

TYPE OF AGREEMENT

PERIOD OF PERFORMANCE OF  
PREVIOUS AGREEMENT

TERMINATION DATE (IF APPLICABLE)

TERMINATION REASON (IF APPLICABLE)

**A11. Developmental Assistance Program.** Describe the developmental program for the protégé, specifying the type of assistance planned. Explain how this plan will address the protégé's needs and enhance its ability to perform successfully under contracts or subcontracts within NASA and other Federal agencies. For examples of types of developmental assistance, please see the NASA Mentor-Protégé guidebook, available at <http://www.osbp.nasa.gov>.

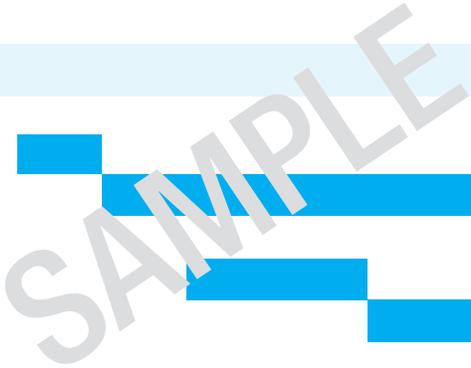
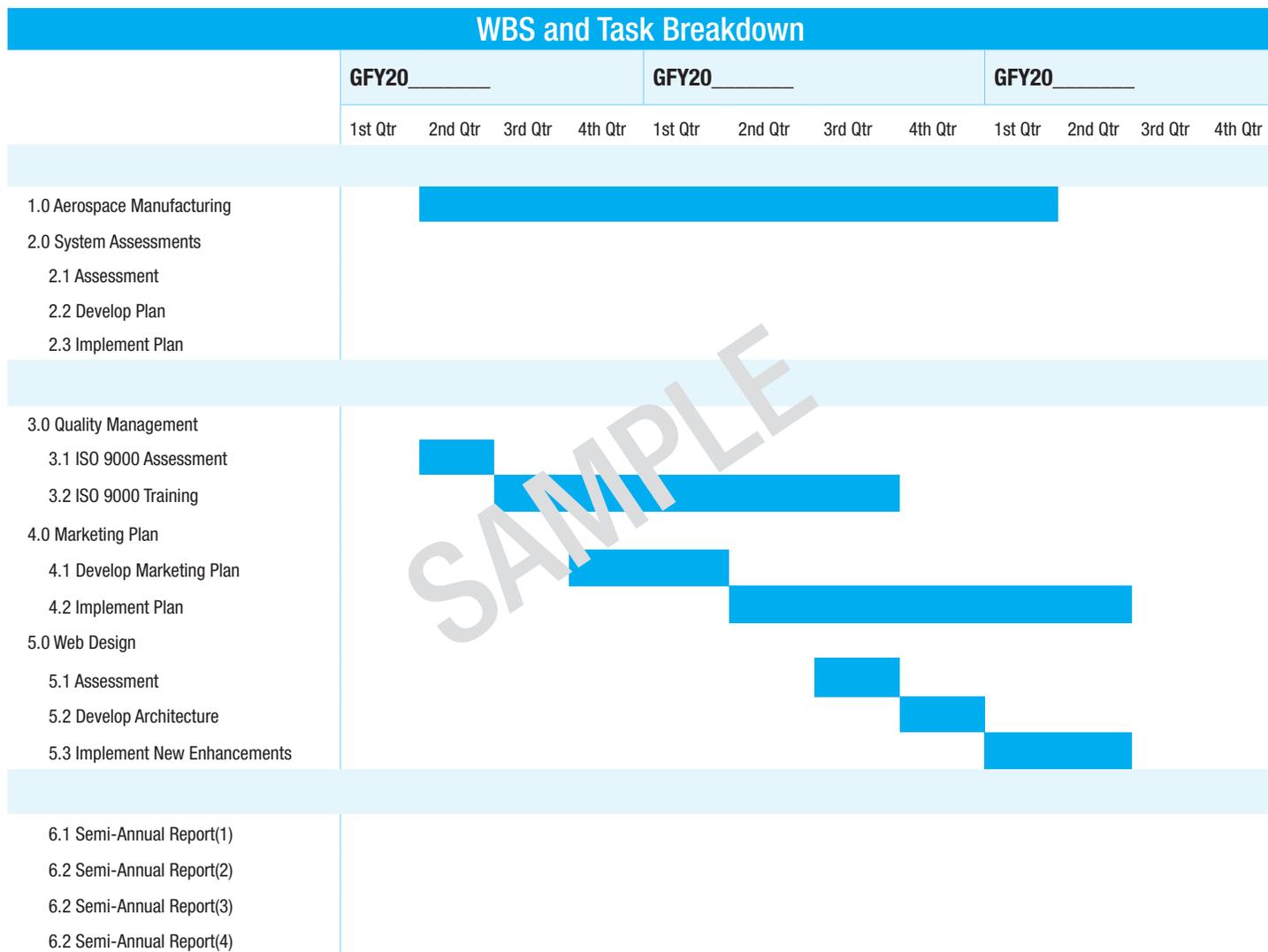
### Developmental Assistance Program

**A12. Technical Proposal—See Attachment \_\_\_\_\_**

**A13. Cost Proposal—See Attachment \_\_\_\_\_**

**A14. Milestones.** Establish and define milestones for providing the identified developmental assistance, and illustrate in a Gantt chart(s).

**Example of a Completed Gantt Chart**



Task Breakdown by Year

B. Business Development			
4.0 MARKETING PLAN—GFY20 _____			
Tasks	Hours	Cost	Total Cost
<b>3.0 QUALITY MANAGEMENT</b>			
3.1 ISO 9000 Assessment	60	\$ 300.00	\$18,000
3.2 ISO 9000 Training	60	\$ 63.00	\$5,040.00
<b>4.0 MARKETING PLAN</b>			
4.1 Develop Marketing Plan	50	\$120.00	\$6,000.00
4.2 Implement Plan	200	\$99.00	\$19,800.00
<b>5.0 WEB DESIGN</b>			
5.1 Assessment	40	\$110.00	\$4,400.00
5.2 Develop Architecture	150	\$140.00	\$21,000.00
5.3 Implement New Enhancements	200	\$120.00	\$24,000.00
<b>TOTAL COST</b>			<b>\$98,240.00</b>

Year One

B. Business Development			
4.0 MARKETING PLAN—GFY20 _____			
Labor Categories	Rate	Hours	Total Cost
Subcontractor Administrator	\$33.00	10	\$330.00
Manager	\$147.00	40	\$5,880.00
<b>DIRECT LABOR SUBTOTAL</b>			<b>\$6,210.00</b>
Indirect Costs			
Other Direct Costs			
HBCU/MI/PTAC/SBDC			
<b>TOTAL COST</b>			<b>\$6,210.00</b>

Year Two

B. Business Development			
4.0 MARKETING PLAN—GFY20 _____			
Labor Categories	Rate	Hours	Total Cost
Subcontractor Administrator	\$35.00	10	\$350.00
Manager	\$149.00	40	\$5,960.00
<b>DIRECT LABOR SUBTOTAL</b>			<b>\$6,310.00</b>
Indirect Costs			
Other Direct Costs			
HBCU/MI/PTAC/SBDC			
<b>TOTAL COST</b>			

**A15. Metrics.** The success of the MPA is measured on a 6-month basis by a system of metrics designed to ensure continued pursuit and completion of the milestones outlined in the agreement, achievement of technology transfers, and attainment of contract awards and revenue. In addition to the developmental assistance plan, it provides milestones to assess the protégé's developmental progress under the agreement. Metrics may include the following quantitative measures for the success of this agreement:

- ▶ The planned tasks started and completed on time;
- ▶ The development initiatives on/behind schedule;
- ▶ The number of in-progress and completed certifications;
- ▶ The number and value of NASA prime/subcontracts and other Federal agency prime/subcontracts awarded to the protégé;
- ▶ The protégé's annual revenue;
- ▶ The protégé's employee base; and
- ▶ The timeliness of report submissions.

**A16. Value of the Mentor-Protégé Agreement.** In fewer than 400 words, provide a summary of the value of this agreement as to how it will support the NASA mission(s), increase the protégé's ability to participate in NASA, Federal, and/or commercial contracts and subcontracts, and increase small business subcontracting opportunities in industry categories where eligible protégés or other small business categories are not dominant in the mentor's vendor base.

### Value of the Mentor-Protégé Agreement

**A17. Termination Procedures (Mentor).**

**Voluntary:** Explain the procedures to be used by the mentor to notify the protégé of intent to withdraw from the agreement. Notification to the protégé must be in writing and must be received by the protégé at least 30 days prior to withdrawal by the mentor. Mentors may voluntarily terminate the MPA only if they wish to withdraw all participation under all agreements in the NASA program as a mentor.

**For Cause:** Describe the procedures under which the mentor may elect to terminate the MPA for cause, which include the following:

- ▶ The protégé must be furnished written notice by the mentor of the proposed termination, which states the specific reasons for such action. Notification to the protégé must be made at least 30 days prior to the effective date of the proposed termination.
- ▶ The protégé has 30 days to respond to the proposed termination. The protégé may rebut any statements/claims it believes to be incorrect and may offer a remedy if necessary.
- ▶ Upon consideration of the protégé's response, the mentor must either withdraw the notice of proposed termination and continue in the agreement or issue a notice of termination.

The decision of the mentor regarding termination for cause, if conforming with the requirements of this section, shall be final.

**A18. Voluntary Termination Procedures (Protégé).** Describe procedures for the protégé to notify the mentor of the protégé's intent to voluntarily terminate the MPA. Notification to the mentor must be made in writing at least 30 days prior to termination. The mentor is allowed to respond within that 30-day period. If a response is received within that window, then 30 days from the date of the mentor's response letter is the official date of termination. If no response is received from the mentor, the date proposed by the protégé to terminate the agreement will be considered the official termination date.

**A19. Mentor Point of Contact (POC).** All correspondence and inquiries regarding the NASA MPA will be addressed to the points of contact indicated below.

Mentor Point of Contact (POC)	
<b>NAME</b>	
<b>TITLE</b>	
<b>ADDRESS</b>	
<b>TELEPHONE/EXT.</b>	
<b>FAX</b>	
<b>E-MAIL</b>	

**A20. Protégé Point of Contact (POC)**

Protégé Point of Contact (POC)	
NAME	
TITLE	
ADDRESS	
TELEPHONE/EXT.	
FAX	
E-MAIL	

**A21. Procurement Contracting Officer (PCO)**

Procurement Contracting Officer (PCO)	
NAME	
TITLE	
ADDRESS	
TELEPHONE/EXT.	
FAX	
E-MAIL	

**A22. Cognizant Small Business Specialist (SBS), NASA Center**

Cognizant Small Business Specialist (SBS), NASA Center	
NAME	
TITLE	
ADDRESS	
TELEPHONE/EXT.	
FAX	
E-MAIL	

**A23. Contracting Officer’s Representative (COR)**

Contracting Officer’s Representative (COR)	
NAME	
TITLE	
ADDRESS	
TELEPHONE/EXT.	
FAX	
E-MAIL	

**A24. Mentor Firm’s Cognizant Administrative Contracting Officer (ACO)**

Mentor Firm’s Cognizant Administrative Contracting Officer (ACO)	
NAME	
TITLE	
ADDRESS	
TELEPHONE/EXT.	
FAX	
E-MAIL	

**A25. Mentor Firm’s Cognizant NASA Contract Administration Office (CAO)**

Mentor Firm’s Cognizant NASA Contract Administration Office (CAO)	
NAME	
TITLE	
ADDRESS	
TELEPHONE/EXT.	
FAX	
E-MAIL	

**A26. Protégé Firm’s Cognizant NASA Contract Administration Office (CAO)**

Mentor Firm’s Cognizant NASA Contract Administration Office (CAO)	
<b>NAME</b>	
<b>TITLE</b>	
<b>ADDRESS</b>	
<b>TELEPHONE/EXT.</b>	
<b>FAX</b>	
<b>E-MAIL</b>	

**A27. Report and Review Requirements.** Attach a statement from both the mentor and the protégé indicating their willingness to comply with the program’s reporting and review requirements as specified in the NASA FAR Supplement 1819.72. The protégé must include in its statement an affirmation that it will provide data on employment, annual revenues, NASA prime and subcontracts, and other Federal agency prime and subcontracts for the two 12-month periods following the end of the agreement.

**A28. Needs Assessment.** Include with the agreement a statement that the mentor performed a needs assessment with the protégé to determine applicable developmental assistance to be performed, as required by the NASA FAR Supplement 1819.72.

**A29. Signatures.** The mentor and the protégé must sign and date this agreement. Titles of all signatories must be included. (Please note that a mentor cannot require a small business concern to enter into a Mentor-Protégé Agreement as a condition for award of a contract.)

<p>_____</p> <p><b>MENTOR</b></p>	<p>_____</p> <p><b>PROTÉGÉ</b></p>
<p>_____</p> <p><b>PRINTED NAME</b></p>	<p>_____</p> <p><b>PRINTED NAME</b></p>
<p>_____</p> <p><b>SIGNATURE</b></p>	<p>_____</p> <p><b>SIGNATURE</b></p>
<p>_____</p> <p><b>TITLE</b></p>	<p>_____</p> <p><b>TITLE</b></p>
<p>_____</p> <p><b>DATE</b></p>	<p>_____</p> <p><b>DATE</b></p>

Enclosure 1:

Cost Proposal

(Insert Chart)

## A-2. Mentor Application Template

Date of Submittal: \_\_\_\_\_

### Overview

An entity that is interested in participating in the NASA Mentor-Protégé Program must submit an application for approval as a mentor. The application must be submitted to the NASA Office of Small Business Programs (OSBP) Associate Administrator. Interested entities must be approved as a participating mentor prior to submission of a NASA Mentor-Protégé Agreement.

All data and information addressed below must be completed, and NASA OSBP may request additional information as necessary.

### M1. Mentor Information

Mentor Information	
NAME OF MENTOR COMPANY	
DIVISION NAME	
DUNS NUMBER	
POINT OF CONTACT NAME	
POSITION TITLE	
ADDRESS	
PHONE	
FAX	
E-MAIL	
WEB SITE	
INDUSTRY (I.E., R&D, SVC, MFG)	
CAGE CODE	
DATE OF MENTOR APPROVAL	

**M2. Eligibility.** Please indicate that the company is currently eligible for the award of Federal contracts and is performing under at least one active approved subcontracting plan negotiated with NASA or another Federal agency pursuant to FAR 19.702.

**M3. Historical Background.** Provide a brief summary about the mentor, including a profile and historical and recent activities and accomplishments under its small business and mentor-protégé programs. Indicate whether the mentor has ever been classified as a small business.

**M4. Mentor Performance Data.** Please fill out the following tables with all requested data for the two complete fiscal years immediately preceding submission of this application. **Please note that the Government Fiscal Year (GFY) is from October 1 to September 30.**

**a) NASA Prime Contracts.** List the number and total award dollar value of all NASA prime contracts received by the mentor. If none, enter zero.

NASA Prime Contracts Received		
GOVERNMENT FISCAL YEAR	NUMBER OF NASA PRIME CONTRACTS (#)	TOTAL CONTRACTS AWARD VALUE (\$)
GFY- _____		
GFY- _____		

**b) Other Federal Prime Contract Awards.** Provide the number and total award dollar value of all prime contracts and other Federal agency awards obtained by the mentor. If none, enter zero.

Other Federal Agency Prime Contracts Received		
GOVERNMENT FISCAL YEAR	NUMBER OF OTHER FEDERAL PRIME CONTRACTS (#)	TOTAL CONTRACTS AWARD VALUE (\$)
GFY- _____		
GFY- _____		

c) **Awarded Subcontracts.** Provide the number and total award dollar value of all subcontracts awarded by the protégé to the mentor. If none, enter zero.

NASA Subcontracts Received			
	GOVERNMENT FISCAL YEAR	NUMBER OF NASA PRIME CONTRACTS (#)	TOTAL CONTRACTS AWARD VALUE (\$)
NASA SUBCONTRACTS	GFY- _____		
	GFY- _____		
OTHER FEDERAL AGENCY SUBCONTRACTS	GFY- _____		
	GFY- _____		

**M5. Ability To Provide Developmental Assistance.** Describe the mentor’s ability to provide developmental assistance. Include how that assistance will potentially increase subcontracting opportunities in industry categories where small businesses are not dominant in the mentor’s vendor base.

Ability To Provide Development Assistance	

**M6. Summary Subcontracting Report (SSR).** Attach to this application a copy of the SSRs for the two preceding Government Fiscal Years.

## A-3. Protégé Application Template

Date of Submittal: \_\_\_\_\_

**Overview**

The protégé application must be filled out in its entirety and submitted concurrently with the agreement package. This form should not be submitted in advance of the agreement. Any forms submitted to NASA before a signed or approved agreement will not be kept on file and will have to be resubmitted. NASA may request additional information as necessary.

**P1. Protégé Information**

Protégé Information	
<b>NAME OF PROTÉGÉ COMPANY</b>	
<b>DUNS NUMBER</b>	
<b>POINT OF CONTACT NAME</b>	
<b>POSITION TITLE</b>	
<b>ADDRESS</b>	
<b>PHONE</b>	
<b>FAX</b>	
<b>E-MAIL</b>	
<b>WEB SITE</b>	
<b>INDUSTRY (I.E., R&amp;D, SVC, MFG)</b>	
<b>CAGE CODE</b>	

**P2. Eligibility.** Indicate that the entity is currently eligible to participate as a protégé in accordance with the eligibility definitions outlined in the NASA FAR Supplement 1819.72.

Mark all that apply:

Eligibility		
	ENTRANCE DATE	EXPIRATION DATE
NSDB (IF APPLICABLE)		
8(A) (IF APPLICABLE)		
SBIR PHASE II AWARD (IF APPLICABLE)		
	DATE	CERTIFIED DATE
VOSB (IF APPLICABLE)		
SDVOSB (IF APPLICABLE)		
WOSB (IF APPLICABLE)		
	DATE	CERTIFIED DATE
HUBZONE AWARD (IF APPLICABLE)		
HBCU/MI (IF APPLICABLE)		
HUBZONE AWARD (IF APPLICABLE)		
ABILITYONE (IF APPLICABLE)		

**P3. Historical Background.** In fewer than 400 words, provide a narrative summary of the protégé, including a profile with historical activities and accomplishments. Include an explanation of the protégé’s ability to participate in the NASA Mentor-Protégé Program without impairing its day-to-day operations (e.g., business management, revenue stream, etc.). Also include a history of participation in the NASA SBIR Program, if applicable.

Value of the Mentor-Protégé Agreement

**P4. North American Industry Classification System (NAICS) Codes.** The NAICS codes represent the contemplated supplies or services to be provided by the protégé to the mentor. At the time the agreement is submitted to NASA OSBP for approval, the protégé cannot exceed the size standard for the applicable primary NAICS codes.

**North American Industry Classification System (NAICS) Codes**

	CODE	TITLE/DESCRIPTION
<b>PRIMARY NAICS</b>		
<b>ADDITIONAL NAICS</b>		

**P5. Protégé Performance Data.** Please fill out the following tables with all requested data for the two complete fiscal years immediately preceding submission of this application. **Please note that the Government Fiscal Year is from October 1 to September 30.**

- a. **Protégé Proposals, Employees, and Gross Revenue.** Provide the numbers and dollar figures for proposals, employees, and gross revenue for the protégé as indicated in the table below. If none, enter zero.

**Protégé Proposals, Employees, and Gross Revenue**

GOVERNMENT FISCAL YEAR (GFY)	PROPOSALS SUBMITTED TO NASA (#)	PROPOSALS SUBMITTED TO OTHER FEDERAL AGENCIES (EXCLUDING NASA) (#)	NUMBER OF EMPLOYEES (AT END OF 12-MONTH PERIOD) (#)	GROSS REVENUE (DURING 12-MONTH PERIOD) (\$)
GFY- _____				
GFY- _____				

- b. **Protégé-Obtained Prime Contract Awards.** Provide the number and total award dollar value of all prime contracts awards obtained by the protégé at NASA and other Federal agencies. If none, enter zero.

Protégé-Obtained Prime Contract Awards			
	GOVERNMENT FISCAL YEAR (GFY)	NUMBER OF NASA SUBCONTRACTS (#)	TOTAL CONTRACTS AWARD VALUE (\$)
PROTÉGÉ-OBTAINED NASA PRIME CONTRACT AWARDS	GFY _____		
	GFY _____		
PROTÉGÉ-OBTAINED FEDERAL (EXCLUDING NASA) PRIME CONTRACT AWARDS	GFY _____		
	GFY _____		

- c. **Protégé-Obtained Subcontract Awards.** Provide the number and total award dollar value of all subcontract awards obtained by the protégé from all sources. If none, enter zero.

Protégé-Obtained Subcontract Awards			
	GOVERNMENT FISCAL YEAR	NUMBER OF NASA SUBCONTRACTS (#)	TOTAL CONTRACTS AWARD VALUE (\$)
NASA SUBCONTRACTS FROM MENTOR TO PROTÉGÉ	GFY _____		
	GFY _____		
OTHER FEDERAL AGENCY SUBCONTRACTS FROM MENTOR TO PROTÉGÉ	GFY _____		
	GFY _____		
NASA SUBCONTRACTS FROM OTHER THAN MENTOR TO PROTÉGÉ	GFY _____		
	GFY _____		
OTHER FEDERAL AGENCY SUBCONTRACTS FROM OTHER THAN MENTOR TO PROTÉGÉ	GFY _____		
	GFY _____		

- d. **Protégé-Awarded Subcontracts.** Provide the number and total award dollar value of all subcontracts awarded by the protégé to the mentor. If none, enter zero.

Protégé-Awarded Subcontracts			
	GOVERNMENT FISCAL YEAR	NUMBER OF NASA SUBCONTRACTS (#)	TOTAL CONTRACTS AWARD VALUE (\$)
<b>NASA SUBCONTRACTS FROM PROTÉGÉ TO MENTOR</b>	GFY _____		
	GFY _____		
<b>OTHER FEDERAL AGENCY SUBCONTRACTS FROM PROTÉGÉ TO MENTOR</b>	GFY _____		
	GFY _____		
<b>NASA SUBCONTRACTS FROM PROTÉGÉ TO OTHER THAN MENTOR</b>	GFY _____		
	GFY _____		
<b>OTHER FEDERAL AGENCY SUBCONTRACTS FROM PROTÉGÉ TO OTHER THAN MENTOR</b>	GFY _____		
	GFY _____		

## A-4. New Agreement Checklist

### New Agreement Information

MENTOR: \_\_\_\_\_

PROTÉGÉ: \_\_\_\_\_

SPONSORING NASA CENTER: \_\_\_\_\_

MENTOR DUNS NUMBER: \_\_\_\_\_

PROTÉGÉ DUNS  
NUMBER \_\_\_\_\_ [Block A3]

TYPE OF AGREEMENT: \_\_\_\_\_

CREDIT: \_\_\_\_\_

AWARD FEE PILOT  
PROGRAM \_\_\_\_\_ [Overview]

LENGTH OF AGREEMENT: \_\_\_\_\_  
(3-YEAR MAXIMUM)

[Block A1]

CONTRACT NUMBER WITH  
SUBCONTRACT PLAN: \_\_\_\_\_

[Block A1]

COST OF AGREEMENT: \$ \_\_\_\_\_

[Block A2]

FY \_\_\_\_\_: \$ \_\_\_\_\_ [Block A2]

FY \_\_\_\_\_: \$ \_\_\_\_\_ [Block 13]

FY \_\_\_\_\_: \$ \_\_\_\_\_ [Block 13]

PACKAGE COMPLETE	YES	NO	COMMENT	BLOCK
Signed Mentor-Protégé Agreement	[ ]	[ ]		[Block A29]
SBS Endorsement Letter	[ ]	[ ]		[Attachment]
COR Endorsement Letter	[ ]	[ ]		[Attachment]
CO Endorsement Letter	[ ]	[ ]		[Attachment]

MENTOR ELIGIBILITY	YES	NO	COMMENT	BLOCK
New Mentor—Date of Approval: _____	[ ]	[ ]		[Block A3]
A. Previously Approved Mentor:	[ ]	[ ]		[NVDB or Block A3]
B. Semiannual reports submitted? Annual Reviews Conducted? Past Performance Issues? If so, please specify:	[ ]	[ ]		[NVDB]
	[ ]	[ ]		[NVDB]
	[ ]	[ ]		[NVDB]
C. Mentor not on suspended or debarred list	[ ]	[ ]		[NVDB]

PROTÉGÉ ELIGIBILITY	YES	NO	COMMENT	BLOCK
Small Disadvantaged Business	[ ]	[ ]		[Block P2]
8(a) Expiration Date	[ ]	[ ]		[Block P2]
Veteran-Owned Small Business	[ ]	[ ]		[Block P2]
Service-Disabled Veteran-Owned Small Business	[ ]	[ ]		[Block P2]
Women-Owned Small Business	[ ]	[ ]		[Block P2]
HUBZone Concern	[ ]	[ ]		[Block P2]
Historically Black College and University	[ ]	[ ]		[Block P2]
Minority-Institution	[ ]	[ ]		[Block P2]
NASA SBIR/STTR Phase II Company	[ ]	[ ]		[Block P2]
Company participating in the AbilityOne Program	[ ]	[ ]		[Block P2]

PROTÉGÉ INFORMATION	YES	NO	COMMENT	BLOCK
Protégé not on Suspended or Debarred List	[ ]	[ ]		[SAM]
Industry	[ ]	[ ]		[Block P4]
Primary NAICS	[ ]	[ ]		[Block P4]
Additional NAICS	[ ]	[ ]		[Block P4]
Additional NAICS	[ ]	[ ]		[Block P4]
Additional NAICS	[ ]	[ ]		[Block P4]
Percentage Owned by Mentor (Not more than 10%)	[ ]	[ ]		[Block A9]
<b>Total HBCU/MI, PTAC, or SBDC Cost \$_____</b> <b>(Not more than 20%)</b>	[ ]	[ ]		[Block A2]
ODC Cost (\$\$) & (%) (not to exceed 10%) _____	[ ]	[ ]		[Block A2]
MPA Has Value to Mentor, Protégé, and NASA	[ ]	[ ]		[Block A16]
Termination Procedures for Both Parties	[ ]	[ ]		[Block A17]
Mentor Will Comply with Reporting/Review Requirements	[ ]	[ ]		[Block A27]
Protégé Will Comply with Reporting/Review Requirements	[ ]	[ ]		[Block A27]

TECHNICAL VOLUME/COST	YES	NO	COMMENT	BLOCK
Align with the Mentor-Protégé Agreement	[ ]	[ ]		[Block A12 or Attachment]
Contains Work Break Structure	[ ]	[ ]		[Block A13 or Attachment]
Has Milestones Chart	[ ]	[ ]		[Block A14 or Attachment]
Has Cost Proposal	[ ]	[ ]		[Block A13]
Has Technical Proposal	[ ]	[ ]		[Block A12]
Cost in Hours _____	[ ]	[ ]		[Block A13]
Cost in Dollars _____	[ ]	[ ]		[Block A13]
70% Technical Transfer	[ ]	[ ]		[Block A13]
30% Business Development	[ ]	[ ]		[Block A13]

AGREEMENT APPROVAL	YES	NO	COMMENT	BLOCK
Firm Name/Address/Phone #/POC Mentor and Protégé	[ ]	[ ]		[Block A3 and Block A9]
Protégé Application Included and Complete	[ ]	[ ]		[Protégé Application]
Description of Developmental Assistance	[ ]	[ ]		[Block A11]
Milestones for Developmental Assistance Plan	[ ]	[ ]		[Block A14]
Metrics for Developmental Assistance Plan	[ ]	[ ]		[Block A15]
Past and Estimated Subcontracts to Protégé(s)	[ ]	[ ]		[Block A5]
<b>Estimate of Cost \$</b> _____	[ ]	[ ]		[Block A2]

**Additional Elements**

\*For Protégés That Have Previously Participated In The NASA Mentor-Protégé Program.

ADDITIONAL ELEMENTS	YES	NO	COMMENT
Firm Name/Address/Phone #/POC Mentor and Protégé	[ ]	[ ]	
Previous Mentor			
Term of Previous Agreement			

Past Performance Issues:

**APPROVAL** [ ]

**DISAPPROVAL** [ ]

**Reviewed By:** \_\_\_\_\_

**PM Concurrence:** \_\_\_\_\_

**MPP**



To learn more about the  
NASA Mentor-Protégé Program (MPP), visit  
***<http://osbp.nasa.gov/mpp>***