

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

# Mentor-Protégé Agreement



Mentor:

Protégé:

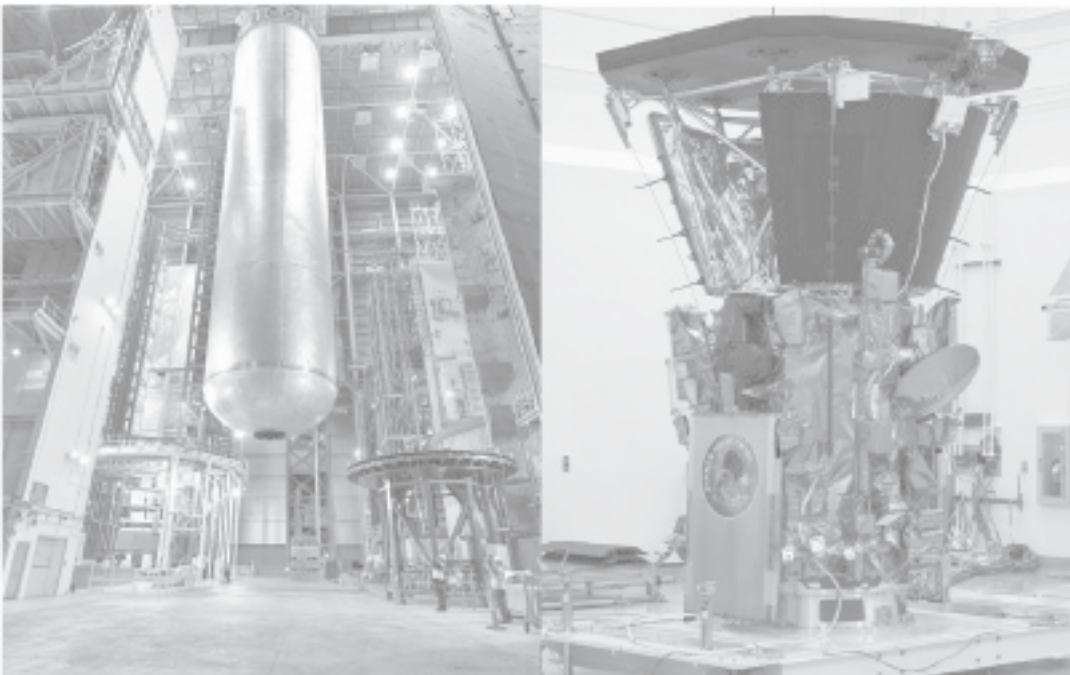
Center:

Date of Submission:

As of January 2020

Technicians have completed the largest component of NASA's Space Launch System—a liquid hydrogen fuel tank that is 133 feet from nose to tail at NASA's Michoud Assembly Facility in New Orleans.

The Parker Solar Probe sits in a clean room at Astrotech Space Operations in Titusville, FL, after the installation of its heat shield, July 6, 2018.



## A-1. Mentor-Protégé Agreement (MPA) Template

Date of Submission: \_\_\_\_\_

### Overview

Companies must be approved as a NASA Mentor in the Mentor-Protégé Program (MPP), must have identified a Protégé and must submit a signed agreement for each Mentor-Protégé relationship. Mentors must email the complete MPA package to the Center Small Business Specialist (SBS), Contracting Officer (CO) and Contracting Officer's Representative (COR). Each signed agreement must be endorsed by the SBS of the participating Center. The agreement is then forwarded by the Center SBS to the NASA MPP Program Manager (PM) at the Marshall Space Flight Center (MSFC) in Huntsville, AL, for final approval.

The following template has been created to vet potential Mentor-Protégé relationships with NASA. Responses to the elements included in the template must be addressed. Please attach additional documentation as needed.

**Please note:** All developmental assistance costs, stated in the agreement, may only be incurred after the official start date, which is the date of the incorporation of the MPA into the identified contractual vehicle.

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

**Credit** \_\_\_\_\_ **Award Fee Program** \_\_\_\_\_

**A1. Period of Performance:** State the period of time (in months) over which the developmental assistance will be performed—may not 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 (WBS). See the following example.

**Please note that the Government Fiscal Year (GFY) is from October 1 to September 30.**

**Cost of the Agreement**

	GFY 20 ____	GFY 20 ____	GFY 20 ____	TOTAL
Direct Labor Costs	\$	\$	\$	\$
Direct Labor Hours				
Indirect Costs (i.e., Reporting Requirements)	\$	\$	\$	\$
HBCU/MSI/PTAC/SBDC	\$	\$	\$	\$
Other Direct Costs (ODCs) (i.e., Travel, Membership Dues)	\$	\$	\$	\$
<b>GFY TOTALS</b>	\$	\$	\$	\$

\*NASA MPP requires 70% Technical Development / 30% Business Development for Direct and Indirect Costs when Protégé is a Small Business and 70% Business Development / 30% Technical Development when Protégé is a HBCU/MSI.

\*\*ODCs cannot exceed 10% of direct labor costs. HBCU/MSI/PTAC/SBDC costs cannot exceed 20% of direct labor.

\*\*\*If traveling, please provide a justification in the space provided below.

**ODCs: Travel**

	NUMBER OF TRAVELERS	TOTAL PROJECTED TRAVEL COST	TOTAL PROJECTED TRAVEL COST
GFY 20 ____			
GFY 20 ____			
GFY 20 ____			

**Travel Justification**

\*If more than 1500 characters, add an additional file.

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

<b>Mentor Information</b>	
NAME OF MENTOR COMPANY	
DIVISION NAME	
DUNS NUMBER	
POINT OF CONTACT NAME	
POSITION TITLE	
ADDRESS	
PHONE	
FAX	
EMAIL ADDRESS	
WEBSITE	
INDUSTRY (I.E., R&D, SVC, MFG)	
CAGE CODE	
DATE OF MENTOR APPROVAL	
IS MENTOR'S NASA VENDOR DATABASE ACCOUNT INFORMATION CURRENT?	

**A4. Mentor Background.** In 400 words or less, in the space below or in an attachment, provide a summary including the entity's small business goals, accomplishments, and successes with NASA and other MPPs (if applicable). Indicate whether the Mentor has ever been officially classified as a small business.

<b>Mentor Background</b>

\*If more than 1500 characters, add an additional file.

**A5. Subcontracts Awarded to Protégé.** Indicate in the table below the quantity and value of any Federal Government subcontracts previously awarded from the Mentor to the Protégé. Data should cover the preceding GFYs. If zero subcontracts were awarded from the Mentor to the Protégé during the specified GFY, please enter “NONE.” Please note that the GFY is from October 1 to September 30.

<b>Subcontracts Awarded to Protégé</b>			
	GOVERNMENT FISCAL YEAR	NUMBER OF SUBCONTRACTS AWARDED	TOTAL SUBCONTRACTS AWARD VALUE (\$)
NASA SUBCONTRACTS	GFY-		
	GFY-		
OTHER FEDERAL AGENCY SUBCONTRACTS	GFY-		
	GFY-		

**A6. Potential Subcontract Awards to the Protégé.** In the table below provide potential subcontracts which can be awarded by the Mentor to the Protégé, including the quantity of potential subcontracts, approximate value, and type of subcontracts (NASA or “Other” for remaining Federal agencies).

<b>Potential Subcontracts</b>			
	GOVERNMENT FISCAL YEAR	NUMBER OF POTENTIAL SUBCONTRACTS	AWARD VALUE (\$)
NASA SUBCONTRACTS	GFY-		
	GFY-		
OTHER FEDERAL AGENCY SUBCONTRACTS	GFY-		
	GFY-		

**A7. Protégé Eligibility.** In 400 words or less, in the space below or in an attachment, 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 (SBA).**

<b>Protégé Eligibility</b>

\*If more than 1000 characters, add an additional file.

**A8. Protégé Information.** Please provide the following:

Protégé Information	
NAME OF PROTÉGÉ	
ADDRESS	
TELEPHONE	
FAX	
WEBSITE	
YEAR ESTABLISHED	
DUNS NUMBER	
IS PROTÉGÉ'S NASA VENDOR DATABASE ACCOUNT INFORMATION CURRENT?	

**Note: Percent (%) Owned by Mentor.** During an active MPA, participating Mentor cannot own more than 10% of the Protégé's organization.

**A9. Protégé's Previous MPP Participation.** Required only if the Protégé has previously participated in the NASA MPP.

Provide a signed cover letter on organization letterhead; one from the Mentor and the other from the Protégé (respectively) stating there will be no duplication of development assistance provided under this agreement. In addition, include a separate attachment addressing the following for each NASA MPA the Protégé has previously participated in:

Protégé Information
PREVIOUS MENTOR NAME
SPONSORING NASA CENTER
TYPE OF AGREEMENT
AGREEMENT LENGTH (MONTHS)
START DATE
END DATE
TECHNICAL AND BUSINESS DEVELOPMENT ASSISTANCE RECEIVED

**A10. Developmental Assistance Program.** Describe the developmental program for the Protégé, specifying the type of assistance planned. Explain how the identified assistance 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 MPP guidebook, available at: <http://www.osbp.nasa.gov>.

Developmental Assistance Program

\*If more than 650 characters add an additional file.

**A11. Technical Proposal—See Attachment**

**A12. Cost Proposal—See Attachment**

**A13. Developmental Assistance Details.** Establish, define WBS, and illustrate developmental assistance milestones for the duration of the MPA in a Gantt chart. Additionally, provide estimated hours and costs for each task as outlined in the Gantt chart.

**Note:** Updates to Gantt chart may be requested as needed to ensure activities and duration are accurate.

**Sample Gantt Chart**

A. Milestones/WBS												
	GFY 20 ____				GFY 20 ____				GFY 20 ____			
	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr
<b>A. TECHNICAL</b>												
1.0 Aerospace Manufacturing												
2.0 System Assessments												
2.1 Assessment												
2.2 Develop Plan												
2.3 Implement Plan												
<b>B. BUSINESS DEVELOPMENT</b>												
3.0 Quality Management												
3.1 ISO 9000 Assessment												
3.2 ISO 9000 Training												
3.3 ISO 9000 Certification												
3.4 AS9100 Training												
3.5 AS9100 Certification												
4.0 Marketing Plan												
4.1 Develop Marketing Plan												
4.2 Implement Plan												
5.0 Web Design												
5.1 Assessment												
5.2 Develop Architecture												
5.3 Implement New Enhancements												
<b>C. REPORTING REQUIREMENTS</b>												
6.0 Annual Reports (Indirect Costs)												
6.1 January–December GFY												
6.2 January–December GFY												



## Example of Task Breakdown by Year

<b>B. Business Development</b>			
<b>Tasks</b>	<b>Hours</b>	<b>Cost</b>	<b>Total Cost</b>
<b>3.0 QUALITY MANAGEMENT</b>			
3.1 ISO 9000 Assessment			
3.2 ISO 9000 Training			
3.3 ISO 9000 Certification			
3.4 AS9100 Training			
3.5 AS9100 Certification			
<b>TOTAL HOURS AND COSTS</b>			

<b>4.0 MARKETING PLAN</b>			
4.1 Develop Marketing Plan			
4.2 Implement Plan			
<b>TOTAL HOURS AND COSTS</b>			

<b>5.0 WEB DESIGN</b>			
5.1 Assessment			
5.2 Develop Architecture			
5.3 Implement New Enhancements			
<b>TOTAL HOURS AND COSTS</b>			

## **Costs Breakout**

<b>Labor Categories</b>	<b>Hours</b>	<b>Rate</b>	<b>Total Cost</b>
Subcontractor Administrator			
Manager			
<b>DIRECT LABOR SUBTOTAL</b>			

<b>Additional Costs</b>	<b>Hours</b>	<b>Cost</b>	<b>Total Cost</b>
Indirect Costs (e.g., Reporting Requirements)			
Other Direct Costs (e.g., Travel)			
HBCU/MSI/PTAC/SBDC			
<b>DIRECT LABOR SUBTOTAL</b>			

**Note: Provide labor breakout for entire duration of the MPA.**

**A14. Annual Reports.** The progress of the MPA is measured annually (every 12 months), based on 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, provide factors 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.

**A15. Value of the MPA.** In 400 words or less, provide a summary of the value of this agreement as to how it will support NASA's 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 MPA

\*If more than 1300 characters, add an additional file.

**\*The following sections A16–A18 must be addressed by both Mentor and Protégé respectively on organization letterhead, signed and submitted with the MPA.**

**A16. Agreement Termination Procedures.** At any time during the agreement, both Mentor and Protégé can decide to terminate the agreement. All notifications must be in writing and must be received at least 30 days prior to withdrawal by either participating organization. Written notifications must be printed and signed on organization letterhead and signed by associated points of contact. Termination notifications should include the following:

- Specific reasons for the cause of termination;
- Deadline in which the Mentor or Protégé has to respond to the proposed termination (30 days).

Note: Both Mentor or Protégé may rebut any statements/claims it believes to be incorrect, and may offer a written remedy within the 30 day allotment. Upon consideration of the provided written response to termination, the originating organization must either withdraw the notice of proposed termination and continue in the agreement or issue a notice of termination.

If conforming to the requirements of this section, the decision to terminate shall be final.

**Mentors Voluntary Termination:** Mentors may voluntarily terminate the MPA if they wish to withdraw all participation under all agreements in the NASA MPP as a Mentor.

**A17. Report and Review Requirements.** Include a statement indicating 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.

**A18. Needs Assessment.** Include 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.

**A19. Agreement Points of Contact (POCs).** All correspondence and inquiries regarding the NASA MPA will be addressed to the POCs indicated below.

Mentor	
NAME	
TITLE	
ADDRESS	
TELEPHONE/EXT.	
FAX	
EMAIL	

Protégé	
NAME	
TITLE	
ADDRESS	
TELEPHONE/EXT.	
FAX	
EMAIL	

NASA Procurement CO (PCO)	
NAME	
TITLE	
ADDRESS	
TELEPHONE/EXT.	
FAX	
EMAIL	

NASA SBS	
NAME	
TITLE	
ADDRESS	
TELEPHONE/EXT.	
FAX	
EMAIL	

NASA COR	
NAME	
TITLE	
ADDRESS	
TELEPHONE/EXT.	
FAX	
EMAIL	

Mentor's Cognizant Administrative CO (ACO)	
NAME	
TITLE	
ADDRESS	
TELEPHONE/EXT.	
FAX	
EMAIL	

Mentor's Cognizant Contract Administration Office (CAO)	
NAME	
TITLE	
ADDRESS	
TELEPHONE/EXT.	
FAX	
EMAIL	

**A20. 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 MPA as a condition for award of a contract.)

Mentor: \_\_\_\_\_ Protégé: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

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