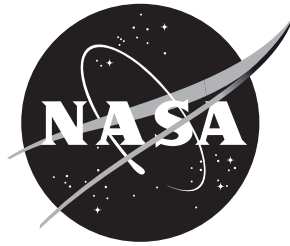


Mentor-Protégé Program GUIDEBOOK

AS OF MARCH 2011



**NATIONAL AERONAUTICS AND
SPACE ADMINISTRATION**

**Mentor-Protégé Program
Guidebook**

AS OF MARCH 2011

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NASA Mentor-Protégé Program Guidebook

1. Purpose

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

2. Background

In 2007, NASA's Office of Small Business Programs suspended the MPP in order to revamp its policies and rules. In January 2008, the new program was launched and expanded the types of small businesses categories from SDB, WOSB and HBCU-MI to HUBZone, SDVOSB, VOSB, AbilityOne, and included a pilot program for SBIR Phase II companies. The pilot program for SBIR companies does have a limited award fee provision.

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

Under a Mentor-Protégé Agreement, Mentors that incur costs when providing developmental assistance to their Protégés will be awarded credit toward their small business subcontracting goals.

3. Responsibilities

NASA's Mentor-Protégé Program has been designed to provide small businesses assistance in developing and strengthening capabilities that would 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 for the following:

- a. **NASA Center Small Business Specialists (SBS)** are responsible for the overall administration and management of their Center's Mentor-Protégé Agreements. As the Mentor-Protégé Point of Contact, SBS at each Center are responsible for reviewing all Agreements received at the Center, and endorsing the Agreement for final approval at NASA HQ. Additionally, they will ensure that all agreements endorsed by their Center fulfill the requirements of NFS 1819.72.
- b. **NASA Contracting Officers** are responsible for adding approved Mentor-Protégé Agreements to existing contracts through a contract modification. A letter endorsing their support of the Mentor-Protégé agreement must be added to the Agreement package before submission to NASA Headquarters.

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- c. **NASA Office of Small Business Programs** is responsible for overall NASA MP Program administration, policy, and oversight. The Office of Small Business Programs (OSBP) will review all Mentor applications, and conduct annual performance reviews of the progress and accomplishments realized under approved Mentor-Protégé Agreements.
- d. **NASA Contracting Officer's Technical Representative (COTR)** acts as a liaison between the Mentor and the Contracting Officer. Their concurrence on the endorsement letter in support of the Mentor-Protégé Agreement must be added to the Agreement package before submission to NASA HQ OSBP.
- e. **NASA's Mentor-Protégé Program Manager (PM) at OSBP** coordinates the program with various Centers to ensure successful program execution.

4. Eligibility to Participate

The Mentor and Protégé must both meet the established eligibility requirements in order to participate in the Program. These requirements, which are provided in NFS 1819.72, are summarized below and are available in their entirety on the NASA Mentor-Protégé Web site at www.osbp.nasa.gov. Approved Mentors will be identified with their contact information on the NASA Mentor-Protégé Web site.

- a. **Mentors.** Prior to participation, prospective Mentors must complete and submit a Mentor application to the Associate Administrator, NASA OSBP, for approval as a Mentor in the NASA MPP. The template for this application is attached in Appendix A-1 or can be found online at www.osbp.nasa.gov. All approved Mentors are eligible to participate in the Program. A Mentor must resubmit its application every six (6) years to verify its continued eligibility. In accordance with NFS 1819.72, a Mentor must be:
 - (1) A large prime contractor performing under NASA contracts with at least one approved federal subcontracting plan, as required by FAR 19.7 (The Small Business Subcontracting Program)
 - (2) Eligible for the receipt of government contracts
 - (3) Mentor applications can be submitted at any time during the year. Mentor applications can be submitted with Mentor-Protégé agreements.
- b. **Protégés.** To be eligible 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 Mentor-Protégé Agreement. (Note: If Protégé 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, a Protégé must meet one of the following requirements:

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- (1) Small Disadvantaged Business (SDB)
- (2) Woman-Owned Small Business (WOSB)
- (3) Historically Underutilized Business Zone (HUBZone) Concerns
- (4) Veteran-Owned Small Business (VOSB)
- (5) Service-Disabled Veteran-Owned Small Business (SDVOSB)
- (6) Historically Black College or University (HBCU)
- (7) Minority Institution (MI) of Higher Education
- (8) Phase II participant in the NASA Small Business Innovation Research (SBIR) Program
- (9) Eligible entity employing the severely disabled (AbilityOne)

5. **General Procedures**

- a. The Mentor is solely responsible for selecting a Protégé with whom it believes it can develop a successful relationship. Mentors shall consider the following when selecting a Protégé:
 - (1) A previous established relationship between the Mentor and Protégé is highly recommended
 - (2) Protégé's geographic proximity to the Mentor
 - (3) Protégé's attitude regarding being mentored
 - (4) The ways in which the assistance given will align with the Protégé's strategic vision
 - (5) The ways in which the Protégé's capabilities will align with the Mentor's capabilities
 - (6) Commitment to the relationship by both parties
 - (7) Stability of the Protégé's management and financial status
 - (8) Protégé's past performance
 - (9) Results of any contract / subcontract work between the Mentor and Protégé
 - (10) Subcontracting expectations

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- (11) That the Protégé has not previously participated twice in the updated NASA MPP and is not currently receiving developmental assistance under an active NASA MP Agreement
- b. A Mentor may work with several Protégés at the same time. However, a separate Mentor-Protégé Agreement must be submitted for each Mentor-Protégé relationship.
- c. The Mentor may obtain assistance for the Protégé from one or more of the following sources:
 - (1) Small Business Development Centers, established pursuant to Section 21 of the Small Business Act (15 U.S.C. 648)
 - (2) Entities providing procurement technical assistance, pursuant to Chapter 142 of Title 10 U.S.C. (Procurement Technical Assistance Centers)
 - (3) Historically Black Colleges and Universities
 - (4) Minority Institutions of higher education

6. Agreements

- a. 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 Mentor-Protégé Agreement to ultimately be approved by the Associate Administrator, NASA OSBP. Agreements should be structured only after a needs assessment of the Protégé is completed. Evidence of the needs assessment must be submitted with the Mentor-Protégé Agreement.
- b. Mentors must have an existing NASA prime contract or an Indefinite Delivery Order type of contract that can be modified to include the provisions of the Mentor-Protégé Agreement. 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 Small Business Specialist, Contracting Officer and Program Manager about developing the Mentor-Protégé Agreement.
 - (1) **Developmental Assistance.** Mentors may provide developmental and other business assistance that include the following:
 - (a) Engineering and technical assistance
 - (b) General business management and other developmental assistance (e.g., certifications)
 - (c) Awards of subcontracts under NASA contracts or other contracts, on a non-competitive basis

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- (d) Advance payments under such contracts. Mentors may administer advance payments in accordance with FAR Subpart 32.4 (Advance Payments for Non-Commercial Items).
 - (e) Loans
 - (f) Investment(s) in the Protégé in exchange for an ownership interest in the Protégé, not to exceed ten (10) percent of the total ownership interest. Investments may include but are not limited to cash, stock, contributions in kind, etc.
- (2) **Credit Agreements.** In a Mentor-Protégé Credit Agreement, a Mentor receives credit toward its subcontracting goals:
- (a) Following the NASA Center review, the Associate Administrator, NASA OSBP must approve the Agreement.
 - (b) The period of performance for a Mentor-Protégé Credit Agreement may not exceed three (3) years.
 - (c) 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).
 - (d) 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.
- (3) **Award Fee Pilot Program.** Under the Award Fee Pilot Program, a Mentor is eligible to receive a separate award fee for the accomplishment of their developmental efforts to the Protégé:
- (a) Under the Pilot Program, only Mentors working with NASA SBIR Phase II companies are eligible to participate.
 - (b) 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.
 - (i) 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.

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- (c) STTRs are ineligible to participate in the NASA Mentor Protégé Program.
- (d) 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 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.
- (e) An award fee review panel will be established solely for the review of Mentor-Protégé Agreements. 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 Mentor-Protégé Agreement. The award fee review panel will determine the amount of award fee that will be given to the Mentor within sixty (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 Mentor-Protégé Agreement.

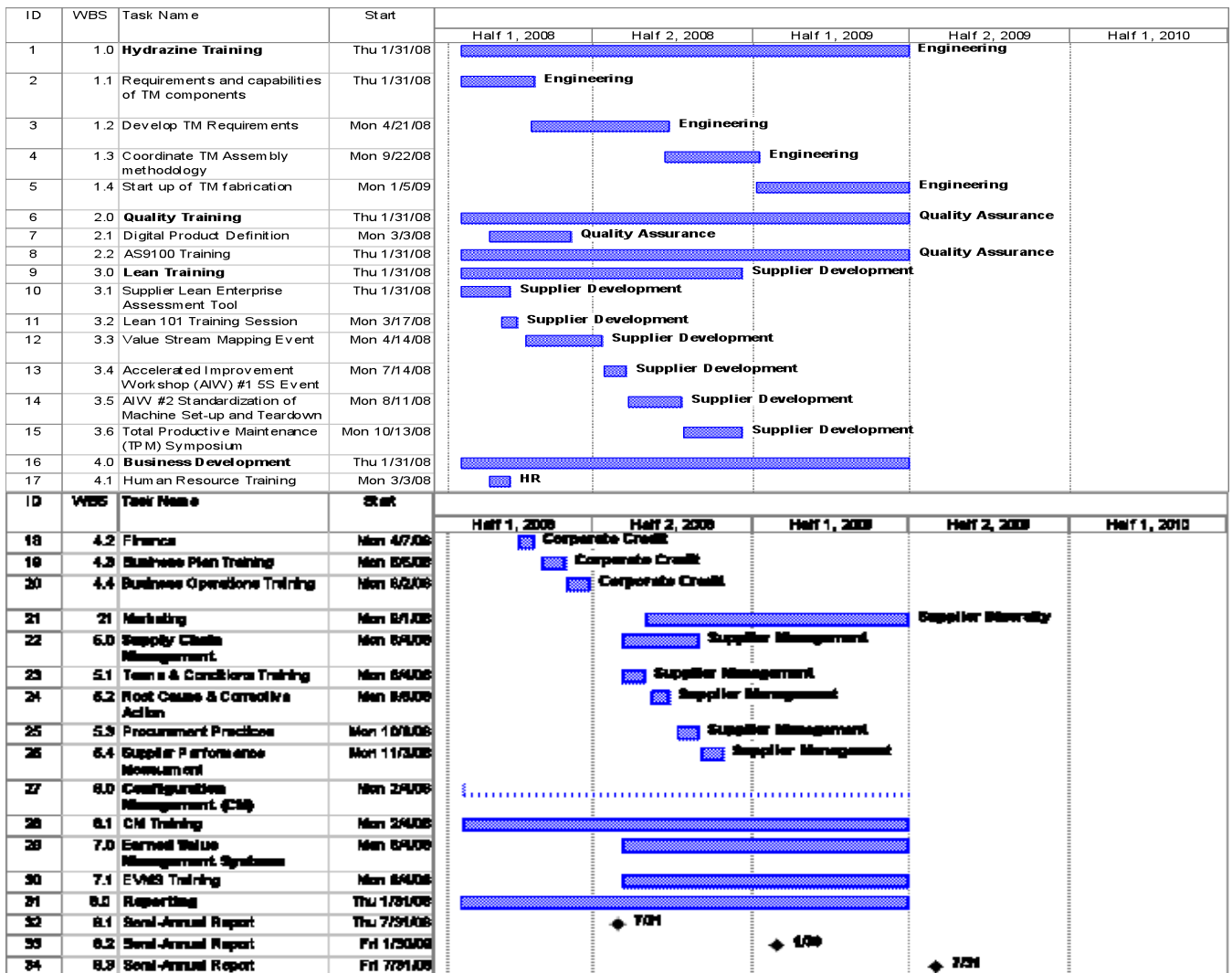
7. Agreement Contents

Mentor-Protégé Agreements must contain the following:

- Cover letter
 - Protégé Application
 - Technical Proposal
 - Cost Proposal
- a. **Cover Letter.** The cover letter should introduce the contents of the Agreement.
 - b. **Protégé Application.** A Protégé Application that has been prepared by the potential Protégé will 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.
 - c. **Mentor-Protégé Agreement.** Mentors will develop the Mentor-Protégé Agreement 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.
 - d. **Technical Proposal.** A strong technical proposal that tracks easily to the cost proposal is imperative, i.e., the hours associated with each task described in the technical proposal should be visible in the cost proposal and traceable to the work break down structure.

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- (1) 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.
- (2) The technical proposal shall include a milestone chart (with soft dates i.e. 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.
- (3) Utilize the work break down structure. Examples of a milestone chart and cost proposal are shown below:



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Example of a Cost Proposal

	<u>2008 Hours</u>	<u>2008 Estimated Cost</u>
AS9100		
Certification	1,268	154,057.69
EVMS Training	158.5	19,257.21
Business Operations Training	158.5	19,257.21
LEAN Training	317	38,514.42
Terms and Conditions, RFP Training	158.5	19,257.21
Digital Product Definition Certification	95.1	11,554.33
Configuration Management Training	126.8	15,405.77
Engineering		
Support	158.5	19,257.21
Supplier Management Best Practices Training	158.5	19,257.21
Root Cause and Corrective Action		
Training	158.5	19,257.21
Hydrazine Training	412.1	50,070.15
Total	3,170	385,145.62
	<u>2009 Hours</u>	<u>2009 Estimated Cost</u>
AS9100		
Certification	1,048	133,777.20
EVMS Training	131	16,722.15
Business Operations Training	131	16,722.15
LEAN Training	261	33,316.65
Terms and Conditions, RFP Training	131	16,722.15
Digital Product Definition Certification	79	10,084.35
Configuration Management Training	105	13,403.25
Engineering		
Support	131	16,722.15
Supplier Management Best Practices Training	131	16,722.15
Root Cause and Corrective Action		
Training	131	16,722.15
Hydrazine Training	341	43,528.65
Total	2,620	334,443.00
Grand Total for 08 and 09	5,790 Hours	\$719,588.62

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- (4) **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:
- (a) Quality Management programs: ISO 9000 certification, SEI/CMM certification
 - (b) Logistics systems: supply chain management, transportation management
 - (c) Sensing and imagery
 - (d) Environmental remediation system design
 - (e) Hazardous material control
 - (f) Metal machining
 - (g) Lean Six Sigma
 - (h) Fiber optics systems design
 - (i) Network systems: design and engineering, implementation
 - (j) Information system design
 - (k) Tooling design and fabrication
 - (l) Product assembly techniques
- (5) **Business Infrastructure.** Assistance pertaining to general business management or corporate infrastructure, provided by the Mentor includes, but is not limited to the following:
- (a) Organizational planning management: strategic planning, business planning, legal / risk management, proposal development
 - (b) Business development / marketing / sales: market research, product forecasting, Web-based marketing, e-commerce
 - (c) Human resource management
 - (d) Financial management
 - (e) Contract management

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- (f) Facilities and plant management: security, health and safety, OSHA standards
 - (g) Any other assistance designed to develop the capabilities of the Protégé under the developmental program
 - (i.) ***For HBCU/MIs only, a 30/70 percent split is allowable for the labor hours and developmental assistance to be provided. 30 percent may be related to technical transfer and the remaining 70 percent may be related to business infrastructure. As a Protégé, HBCU/MI s 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.***
- e. **Cost Proposal.** When creating the cost proposal, please observe the following:
- (1) Labor / salary is allowable for employees on the Mentor's payroll only. W2's only. Protégé salaries and 1099 consultant employees are not allowed. Labor/salary values should be easily traceable in the technical proposal.
 - (2) Services to be provided by HBCU/MIs, PTACs, or SBDCs 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.
 - (3) Costs may NOT include any type of fee or profit.
 - (4) 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.
 - (5) 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.
 - (6) The percentages for ODCs are to be clearly presented for each year and the total percentages presented for the length of the Agreement.
 - (7) Under the Mentor-Protégé Agreement purchases of capital equipment are not allowable. Any equipment that would normally be depreciated will be considered capital equipment.

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- (8) All Contractor Furnished Equipment (CFE) provided to the Protégé for which the Mentor receives subcontracting credit for, shall be abandoned in place at the Protégé facility upon completion of the agreement.

8. Submission and Evaluation of Mentor-Protégé Agreements

- a. **Submission.** Mentors must submit their proposed Mentor-Protégé Agreements to a NASA Small Business Specialist at the NASA Center where the Mentor holds a prime contract. Deadlines for submittal to the Centers are as follows:

January 15
May 15
September 15

Any proposed Mentor-Protégé Agreement that is submitted after the deadline will be evaluated during the following submission cycle. The cognizant NASA Center is responsible for review and endorsement of the proposed Agreement. A letter endorsing the Agreement that is to be added to an existing contract under their program cognizance will acknowledge sponsorship. Once endorsed, the Center will forward the Agreement to NASA OSBP for evaluation and final approval.

- b. **Evaluation.** Proposed Mentor-Protégé Agreements are forwarded from the Centers to the Associate Administrator, NASA OSBP for approval or rejection within 45 days after the deadlines cited above. The NASA OSBP will send an approval or rejection letter to the Mentor, and the cognizant NASA Center.

Unsuccessful agreements may be revised and resubmitted a maximum of two (2) times (original + 1 additional agreement submission) but will not be reconsidered until the following submission cycle. The evaluation of all proposed agreements will be based on the following criteria:

- (1) Perceived benefit/ value of the agreement to NASA
- (2) Merit of the developmental assistance to the Protégé
- (3) Percentage of hours associated with technical transfer
- (4) Subcontracting opportunities available to the Protégé
- (5) Utilization of HBCU/MIs, Procurement Technical Assistance Centers (PTACs), and Small Business Development Centers (SBDCs)
- (6) Proposed cost

- c. **New Agreement Checklist** (for reference only). Upon receipt of Agreements from Mentors, NASA will evaluate the Agreement package for completion in accordance with the New Agreement Checklist provided in Appendix A-4.

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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 Mentor-Protégé Agreement must submit a formal request to the cognizant NASA Center. NASA may also request that the Mentor submit new milestones if the developmental assistance effort is behind schedule, as determined in the semiannual reports, through site visits, or as a result of contact with the Mentor and/or Protégé. Though extensions may be requested and milestones realigned, the total agreement period cannot exceed 36 months.

- a. 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:
 - (1) Milestones accomplished
 - (2) Milestones not accomplished, with accompanying explanation
 - (3) Proposed new milestones
 - (4) 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.
 - (5) Justification for any additional credit
 - (6) Cost expended to date
- b. The request must be submitted to a NASA Center for review.
- c. 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.

- a. **Voluntary Termination.** The Mentor must notify the Protégé in writing of its intent to voluntarily withdraw its participation in 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 (six years from the approval date).

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b. **Termination for Cause**

- (1) The Mentor must furnish the Protégé 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 such proposed termination.
- (2) 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.
- (3) Within 30 days of the Protégé's response, the Mentor must either withdraw the notice of proposed termination and continue the Mentor-Protégé Agreement or issue the notice of termination to the cognizant NASA Center sponsoring the Agreement and to NASA OSBP.

c. **Termination by Protégé.** Protégé Terminations: 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 Mentor-Protégé Agreement or issue a notice of termination to the NASA Center sponsoring the Agreement, NASA OSBP and all relevant parties involved.

- (1) The decision of the Mentor regarding termination for cause will be final and will not be reviewed by NASA.
- (2) If currently participating in the Award Fee Pilot Program, a termination renders the Mentor ineligible for any award fee.

11. **Reporting and Reviews**

Reporting requirements for Mentors and Protégés are described in NFS 1819.72. The Mentor-Protégé Agreement should include a statement that both the Mentor and the Protégé will comply fully with all reporting requirements of the MPP. The Agreement template in Appendix A-2 of this Guidebook includes an example of the type of statement to be included.

a. **Semiannual Reports**

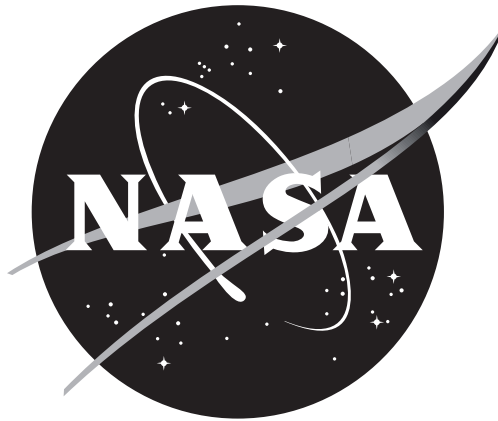
Mentors are required to report on the progress made in each of their active Agreements semiannually throughout the term of the Agreement. The report is due 30 days after the end of each 6-month period, commencing at the start of the Agreement.

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- (1) Protégés are also required to submit their own individually developed semiannual report, on the progress made in employment, revenues and participation in NASA contracts during the prior 6-month period. The Protégé's report is due at the same time as the Mentor's report.
 - (2) Semiannual reports are due from Mentors and Protégé's to NASA OSBP via the Centers every six months. The initial report is due 30 days after the completion of the first six months of the agreement, and every six months thereafter. A template for the semiannual report may be accessed electronically at www.osbp.nasa.gov.
 - (3) The required semiannual reports will be reviewed and used to determine whether the milestones outlined in the original Mentor-Protégé Agreement 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.
- b. **Post-agreement Reports.** The Protégé is required to submit data on employment and revenue for each of the two years following the end of its Mentor-Protégé Agreement. These reports are due one month after the end of the first and second years. A template for the post-agreement report may be accessed electronically at www.osbp.nasa.gov.
- c. **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.

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**National Aeronautics and Space Administration (NASA) Mentor-Protégé Program
Mentor Application**

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 Associate Administrator, NASA Office of Small Business Programs (OSBP). 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.

1. Mentor Information.

Mentor Point of Contact

Entity/Division Name	
DUNS	
Contact Name	
Position Title	
Address	
Phone	
Fax	
E-mail	
Entity URL	http://

2. Eligibility. *Please indicate that the entity 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.*

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3. Historical Background. Provide a *brief summary about the Mentor, including a profile and historical and recent activities and accomplishments under their Small Business and Mentor-Protégé Programs. Indicate whether the Mentor has ever been classified as a small business.*

4. 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 is from October 1–September 31.**

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		
Fiscal Year	Number of NASA Prime Contracts (#)	Total Contracts Award Value (\$)
FY-____		
FY-____		

b) NASA Subcontracts. List the number and total dollar amount of NASA subcontracts *received* by the Mentor. If none, enter zero.

NASA Subcontracts Received		
Fiscal Year	Number of NASA Subcontracts (#)	Total Subcontracts Award Value (\$)
FY-____		
FY-____		

c) Other Federal Agency Prime Contracts. List the number and total dollar amount of other Federal Agency prime contracts *received* by the Mentor (excluding dollars included in item 4 above). If none, enter zero.

Other Federal Agency Prime Contracts Received		
Fiscal Year	Number of Other Federal Prime Contracts (#)	Total Contracts Award Value (\$)
FY-____		
FY-____		

d) Other Federal Agency Subcontracts. List the number and total dollar amount of other Federal Agency subcontracts *received* by the Mentor (excluding dollars included in item 5 above). If none, enter zero.

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Other Federal Agency Subcontracts Received		
Fiscal Year	Number of Other Federal Subcontracts (#)	Total Subcontracts Award Value (\$)
FY-____		
FY-____		

e) **NASA Subcontracts Awarded.** *List the number and total dollar amount of subcontracts **awarded** by the Mentor under NASA contracts. If none, enter zero.*

NASA Subcontracts Awarded		
Fiscal Year	Number of NASA Subcontracts (#)	Total Subcontracts Award Value (\$)
FY-____		
FY-____		

f) **Other Federal Agency Subcontracts Awarded.** *List the number and total dollar amount of subcontracts **awarded** by the Mentor under other Federal Agency contracts (excluding dollars included in item 8 above). If none, enter zero.*

Other Federal Agency Subcontracts Awarded		
Fiscal Year	Number of Other Federal Subcontracts (#)	Total Subcontracts Award Value (\$)
FY-____		
FY-____		

g) **NASA Subcontract Awards to Small Businesses (SBs).** *List the total dollar amount and percentage of total subcontract awards made to all SB firms under NASA contracts. If none, enter zero.*

Total SB Subcontracts Awarded (NASA)		
Fiscal Year	Percentage (%)	Total Subcontracts Award Value (\$)
FY-____		
FY-____		

h) **Other Federal Agency Subcontract Awards to Small Businesses (SBs).** *The total dollar amount and percentage of total subcontract awards made to all SB firms under other Federal Agency contracts (excluding dollars included in item 10 above). If none, enter zero.*

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Total SB Subcontracts Awarded (Other Federal Agency)		
Fiscal Year	Percentage (%)	Total Subcontracts Award Value (\$)
FY-___		
FY-___		

5. Ability to Provide Developmental Assistance. *Describe the Mentor's ability to provide developmental assistance and how that assistance will potentially increase subcontracting opportunities in industry categories where small businesses are not dominant in the Mentor's vendor base.*

6. Summary Subcontracting Report (SSR). *Attach to this application a copy of the SSRs for the two preceding fiscal years.*



National Aeronautics and Space Administration
(NASA)

Mentor-Protégé Program

Agreement Template

Companies that have been approved as Mentors in the NASA Mentor-Protégé Program and have identified a Protégé must submit a signed Mentor-Protégé agreement for each Mentor-Protégé relationship. Signed agreements must first be endorsed by one of the participating NASA Small Business Specialists, and then be forwarded by the Center to the Associate Administrator, NASA Office of Small Business Programs (OSBP) for final approval.

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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 Mentor-Protégé Agreement, and all elements listed below must be addressed in the agreement. Attachments/addendums are allowed as necessary.

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

Number of Months:	
--------------------------	--

Sponsoring NASA Center:	
Contract Number <i>(if known):</i>	
Type of Agreement: <i>(Credit or Award Fee)*</i>	

**Please note that to currently participate in the Award Fee Pilot Program, Mentors must work with NASA SBIR Phase II companies.*

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 as a separate attachment the Cost Proposal, detailing the costs included in the Work Breakdown Structure.*

	<i>(enter whole dollar amounts only)</i>			
	Year 1	Year 2	Year 3	Total
Direct Labor:				
Indirect Costs:				
HBCU/MI/PTAC/SBDC:				
Other Direct Costs:				
Yearly Totals:				

1. Mentor Information. *Provide the following.*

Name of Mentor:	
Address:	
Telephone/ext.:	
Fax:	
Homepage:	
Industry <i>(i.e. Res/D, Svc, Mfg):</i>	

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Cage Code:	
DUNS Number	
Date of Mentor Approval	

2. **Mentor Historical Background.** *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.*

3. **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 is from October 1-September 31.*

NASA Subcontract Awards to Protégé		
Fiscal Year	Number	Dollar Amount
FY-____		
FY-____		

4. **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-September 31.*

Other Federal Agency (Excluding NASA) Subcontract Awards to Protégé		
Fiscal Year	Number	Dollar Amount
FY-____		
FY-____		

5. **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 Subcontract Awards to Protégé from Mentor			
Fiscal Year	Number	Dollar Amount	Type (NASA or Other Federal Agency)

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Potential Subcontract Awards to Protégé from Mentor			
Fiscal Year	Number	Dollar Amount	Type <small>(NASA or Other Federal Agency)</small>

6. Protégé Eligibility. *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 the NASA FAR Supplement.*

Note: If applying as an SDB, attach a copy of the approval documentation received from SBA.

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

Name of Protégé:		
Address:		
Telephone:		
Fax:		
Homepage URL:		
Industry/Bus. Type: <small>(e.g. Mfg: 80%, R&D: 20%)</small>	Construction:	
	Manufacturing:	
	R&D:	
	Service:	
Year Established:		
DUNS Number:		

Percent (%) Owned by Mentor. *Please note that at no time during an active agreement may a Mentor* *own more than 10 percent of a Protégé.*

8. 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.*

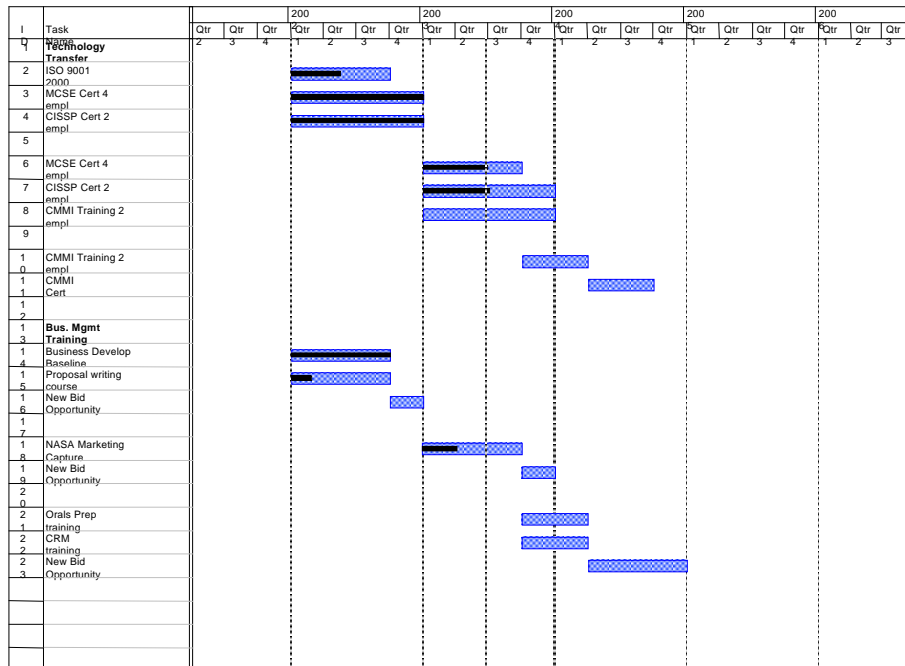
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Prior NASA Mentor-Protégé Program Agreements	
Previous Mentor Name:	
Sponsoring NASA Center:	
Type of Agreement:	
Period of performance of previous agreement:	
Termination Date: <i>(if applicable)</i>	
Termination Reason: <i>(if applicable)</i>	

9. 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 www.osbp.nasa.gov.

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

Example Gantt Chart



11. Metrics. The success of the Mentor-Protégé Program agreement is measured on a six-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

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developmental assistance plan, provide factors to assess the Protégé's developmental progress under the agreement. Metrics may include the following:

The quantitative measures for the success of this agreement will include:

- *Planned tasks started and completed on time*
- *Development initiatives on/ behind schedule*
- *Number of certifications in progress and completed*
- *Number and value of NASA prime/ subcontracts and other federal agency prime/ subcontracts awarded to Protégé*
- *Annual revenue of Protégé*
- *Protégé's employee base*
- *Timeliness of report submissions*

12. Value of the Mentor-Protégé Agreement. *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.*

13. 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 Mentor-Protégé agreement 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 Mentor-Protégé agreement 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.

14. Voluntary Termination Procedures (Protégé). *Describe procedures for the Protégé to notify the Mentor of the Protégé's intent to voluntarily terminate the Mentor-Protégé agreement. 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.*

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- 15. Mentor Point of Contact (POC)** *All correspondence and inquiries regarding the NASA Mentor-Protégé Program will be addressed to the Points of Contact indicated below.*

Name:	
Title:	
Address:	
Telephone/Ext.:	
Fax:	
E-mail:	

- 16. Protégé Point of Contact (POC)**

Name:	
Title:	
Address:	
Telephone/Ext.:	
Fax:	
E-mail:	

- 17. Procurement Contracting Officer (PCO)**

Name:	
Title:	
Address:	
Telephone/Ext.:	
Fax:	
E-mail:	

- 18. Cognizant Small Business Specialist, NASA Center**

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Name:	
Title:	
Address:	
Telephone/Ext.:	
Fax:	
E-mail:	

19. Contracting Officer's Technical Representative (COTR)

Name:	
Title:	
Address:	
Telephone/Ext.:	
Fax:	
E-mail:	

20. Mentor Firm's Cognizant Administrative Contracting Officer (ACO)

Name:	
Title:	
Address:	
Telephone/Ext.:	
Fax:	
E-mail:	

21. Mentor Firm's Cognizant NASA Contract Administration Office (CAO)

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Name:	
Title:	
Address:	
Telephone/Ext.:	
Fax:	
E-mail:	

22. Protégé Firm's Cognizant NASA Contract Administration Office (CAO)

Name:	
Title:	
Address:	
Telephone/Ext.:	
Fax:	
E-mail:	

23. 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 their 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.*

24. 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.*

25. 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 from the Mentor, including a subcontract under a NASA prime or subcontract awarded to the Mentor.)*

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<u>Mentor</u>	<u>Protégé</u>
---------------	----------------

Printed Name

Printed Name

Signature

Signature

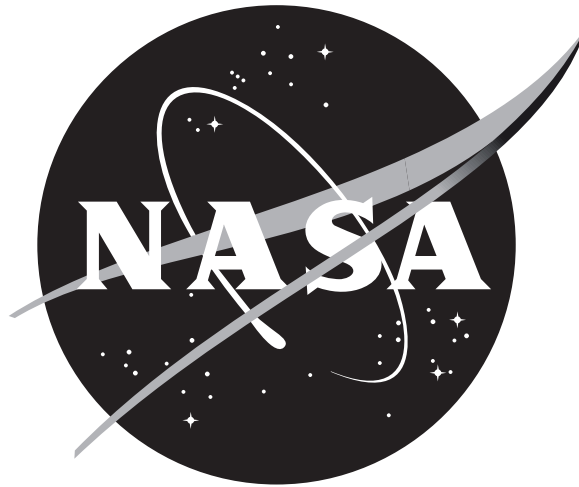
Title

Title

Date

Date

NASA MENTOR-PROTÉGÉ PROGRAM GUIDEBOOK



National Aeronautics and Space Administration (NASA) Mentor-Protégé Program Protégé Application

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 an agreement; any forms submitted to NASA before an agreement will not be kept on file and will have to be resubmitted. NASA may request additional information as necessary.

1. Protégé Information.

Protégé Point of Contact

Name of Protégé	
DUNS	
Contact Name	
Position Title	
Address	
Phone	
Fax	
E-mail	
Entity URL	http://

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2. 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.*

SDB Dates: (if applicable)	Entrance Date:		Expiration Date:	
8(a) Dates: (if applicable)	Entrance Date:		Expiration Date:	
SBIR Phase II Award Date: (if applicable)	Entrance Date:		Expiration Date:	
HUBZone Award Date: (if applicable)	Entrance Date:			

3. Historical Background. *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 (i.e., business management, revenue stream, etc.). Also include a history of participation in the NASA SBIR Program, if applicable.*

4. North American Industry Classification System (NAICS) Codes. *The NAICS code(s) which represent the contemplated supplies or services to be provided by the Protégé to the Mentor and a statement that at the time the agreement is submitted for approval the Protégé, if an SDB or a women-owned small business concern does not exceed the size standard for the applicable NAICS code(s).*

	Code	Title/Description
Primary NAICS		
Additional NAICS		

5. 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–September 31.*

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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				
Fiscal Year	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) (\$)
FY-____				
FY-____				

b) **Protégé-Obtained NASA Prime Contract Awards.** *Provide the number and total award dollar value of all NASA prime contract awards obtained by the Protégé. If none, enter zero.*

NASA Prime Contracts Received		
Fiscal Year	Number of NASA Prime Contracts (#)	Total Contracts Award Value (\$)
FY-____		
FY-____		

c) **Protégé-Obtained NASA Subcontract Awards From Other Than Mentor.** *Provide the number and total award dollar value of all NASA subcontract awards obtained by the Protégé from all sources other than the Mentor. If none, enter zero.*

NASA Subcontracts Received From Other Than Mentor		
Fiscal Year	Number of NASA Subcontracts (#)	Total Subcontracts Award Value (\$)
FY-____		
FY-____		

d) **Protégé-Obtained Other Federal (excluding NASA) Prime Contract Awards.** *Provide the number and total award dollar value of all other federal (excluding NASA) prime contract awards obtained by the Protégé. If none, enter zero.*

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Other Federal Agency Prime Contracts Received		
Fiscal Year	Number of Other Federal Prime Contracts (#)	Total Contracts Award Value (\$)
FY-____		
FY-____		

e) **Protégé-Obtained Other Federal (excluding NASA) Subcontract Awards From Other Than Mentor.** Provide the number and total award dollar value of all other federal (excluding NASA) subcontract awards obtained by the Protégé from all sources other than the Mentor. If none, enter zero.

Other Federal Agency Subcontracts Received From Other Than Mentor		
Fiscal Year	Number of Other Federal Subcontracts (#)	Total Subcontracts Award Value (\$)
FY-____		
FY-____		

f) **Protégé-Awarded NASA Subcontracts to Mentor.** Provide the number and total award dollar value of all NASA subcontracts awarded by the Protégé to the Mentor. If none, enter zero.

NASA Subcontracts Awarded to Mentor		
Fiscal Year	Number of NASA Subcontracts (#)	Total Subcontracts Award Value (\$)
FY-____		
FY-____		

g) **Protégé-Awarded NASA Subcontracts to Other Than Mentor.** Provide the number and total award dollar value of all NASA subcontracts awarded by the Protégé to other than the Mentor. If none, enter zero.

NASA Subcontracts Awarded to Other Than Mentor		
Fiscal Year	Number of NASA Subcontracts (#)	Total Subcontracts Award Value (\$)
FY-____		
FY-____		

h) **Protégé-Awarded Other Federal (excluding NASA) Subcontract Awards to Mentor.** Provide the number and total award dollar value of all other federal (excluding NASA) subcontracts awarded by the Protégé to the Mentor. If none, enter zero.

Other Federal Agency Subcontracts Awarded to Mentor

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Fiscal Year	Number of Other Federal Subcontracts (#)	Total Subcontracts Award Value (\\$)
FY-____		
FY-____		

i) Protégé-Awarded Other Federal (excluding NASA) Subcontract Awards to Other Than Mentor. *Provide the number and total award dollar value of all other federal (excluding NASA) subcontracts awarded by the Protégé to other than the Mentor. If none, enter zero.*

Other Federal Agency Subcontracts Awarded to Other Than Mentor		
Fiscal Year	Number of Other Federal Subcontracts (#)	Total Subcontracts Award Value (\\$)
FY-____		
FY-____		

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**NASA MENTOR-PROTÉGÉ
MENTOR-PROTÉGÉ AGREEMENT CHECKLIST**

MENTOR: _____

PROTÉGÉ: _____

SPONSORING NASA CENTER: _____

MENTOR DUNS NUMBER: _____ **PROTÉGÉ DUNS NUMBER:** _____

Type of Agreement: _____ Credit _____ Award Fee Pilot Program

Length of Agreement _____

(Three year maximum)

Contract Number with Subcontract Plan: _____

Cost of Agreement: _____ \$

FY _____ : _____ \$

FY _____ : _____ \$

FY _____ : _____ \$

PACKAGE COMPLETE:

	YES	NO	COMMENT
Signed Mentor-Protégé Agreement	[]	[]	_____
SBS Endorsement Letter	[]	[]	_____
COTR Concurrence	[]	[]	_____
CO Concurrence	[]	[]	_____

MENTOR ELIGIBILITY:

	YES	NO	
A. <i>New Mentor—Date of Approval:</i> _____	[]	[]	_____
B. <i>Previously Approved Mentor:</i>	[]	[]	_____
Semi-annual reports submitted?	[]	[]	_____
Annual Reviews Conducted?	[]	[]	_____
Past Performance Issues?	[]	[]	_____
If so, please specify: _____			
C. Mentor not on suspended or debarred list	[]	[]	_____

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<u>PROTÉGÉ ELIGIBILITY:</u>	YES	NO	COMMENT
<u>CERTIFICATION:</u>			
Small Disadvantaged Business	[]	[]	_____
8(a) Expire Date	[]	[]	_____
Veteran-Owned Small Business	[]	[]	_____
Service-Disabled Veteran-Owned	[]	[]	_____
Woman-Owned Small Business	[]	[]	_____

<u>PROTÉGÉ ELIGIBILITY(cont'd):</u>	YES	NO	COMMENT
<u>CERTIFICATION:</u>			
HUBZone Small Business	[]	[]	_____
Historically Black College or University Minority Institution	[]	[]	_____
NASA SBIR Phase II Company	[]	[]	_____

<u>PROTÉGÉ INFORMATION:</u>	YES	NO	COMMENT
Protégé not on Suspended or Debarred List	[]	[]	_____
Industry	[]	[]	_____
Primary NAICS _____	[]	[]	_____
Additional NAICS _____	[]	[]	_____
Percentage Owned by Mentor _____ (Not more than 10 percent)	[]	[]	_____

<u>AGREEMENT APPROVAL</u>	YES	NO	COMMENT
Firm Name/Address/Phone #/POC Mentor and Protégé	[]	[]	_____
Protégé Application Included and Complete	[]	[]	_____
Description of Developmental Assistance	[]	[]	_____
Milestones for Developmental Assistance Plan	[]	[]	_____
Metrics for Developmental Assistance Plan	[]	[]	_____
Past and Estimated Subcontracts to Protégé(s)	[]	[]	_____
Estimate of Cost \$ _____	[]	[]	_____
Total HBCU/MI, PTAC, or SBDC Cost \$ _____ (Not more than 20 percent)	[]	[]	_____
ODC Cost (\$\$) and (%): (not to exceed 10 percent) _____	[]	[]	_____

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MP Agreement has value to Mentor, Protégé and NASA [] [] _____
 Termination Procedures for Both Parties [] [] _____
 Mentor Will Comply with Reporting/Review Requirements [] [] _____
 Protégé Will Comply with Reporting/Review Requirements [] [] _____

<u>TECHNICAL VOLUME/COST</u>	YES	NO	COMMENT
Align with the Mentor-Protégé Agreement	[]	[]	_____
Contains Work Break Structure	[]	[]	_____
Has Milestones Chart	[]	[]	_____
Has Cost Proposal	[]	[]	_____
- Cost in Hours	[]	[]	_____
- Cost in Dollar	[]	[]	_____
70 percent Technical Transfer	[]	[]	_____
30 percent Business Development	[]	[]	_____

ADDITIONAL ELEMENTS

****FOR PROTÉGÉS THAT HAVE PREVIOUSLY PARTICIPATED IN THE NASA MENTOR PROTÉGÉ PROGRAM (*PROTÉGÉ'S MAY NOT PARTICIPATE MORE THAN TWICE IN THE NASA MPP)***

	YES	NO	COMMENT
<i>PREVIOUSLY PARTICIPATED AS A PROTÉGÉ:</i>	[]	[]	_____
Previous Mentor _____			
Term of Previous Agreement _____			
Semi-annual Reports Received/Rebutted	[]	[]	_____
Annual Reviews Conducted	[]	[]	_____
Mentor Statement Of No Duplication of Efforts	[]	[]	_____
Protégé Statement Of No Duplication of Efforts	[]	[]	_____

Past Performance Issues:

Approval [] Disapproval [] Initials _____ Date _____