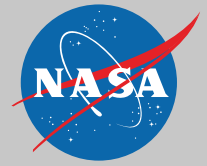


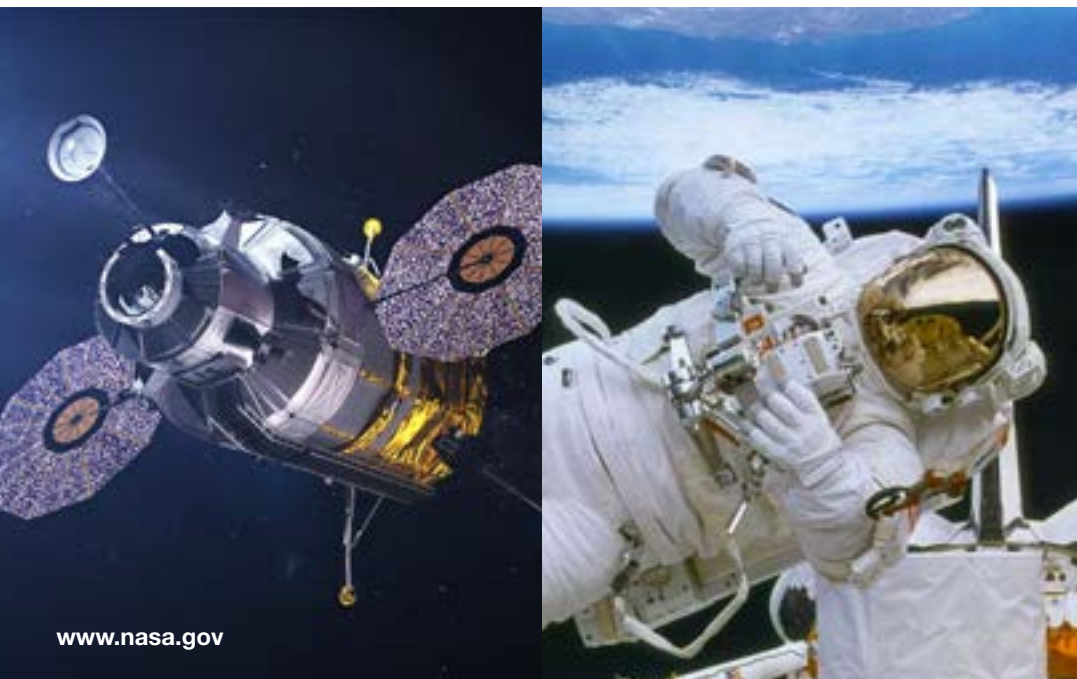
National Aeronautics and Space Administration



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



# Mentor-Protégé Program Guidebook

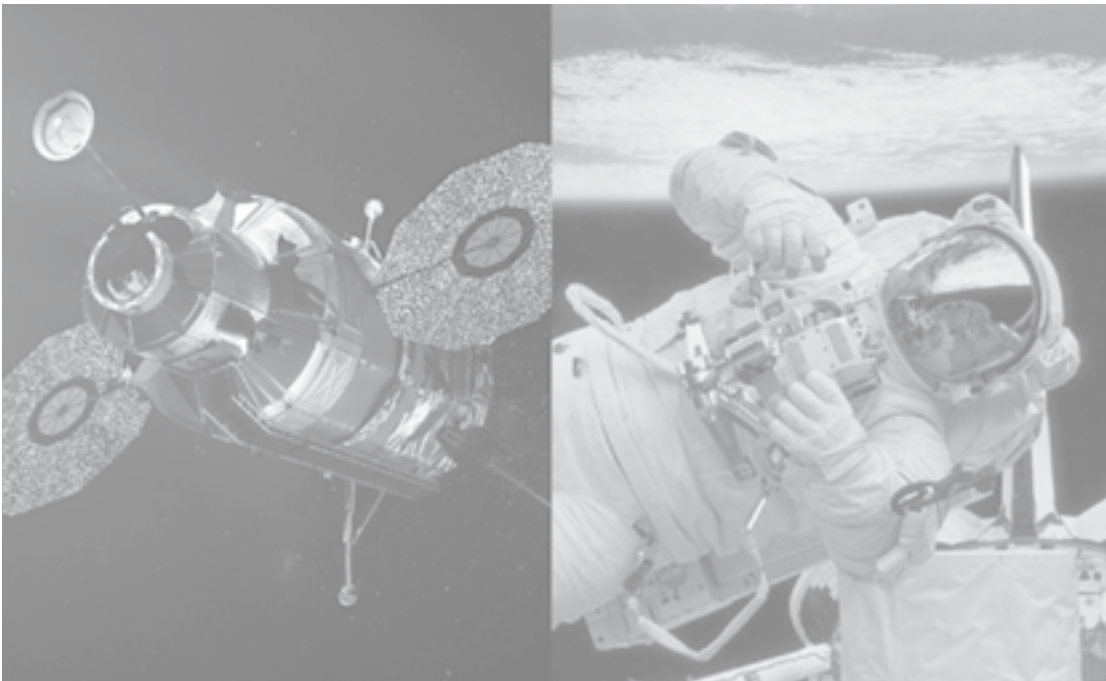


[www.nasa.gov](http://www.nasa.gov)

As of January 2020

The Lunar Gateway is an in-development space station in lunar orbit intended to serve as a solar-powered communications hub, science laboratory, short-term habitation module, and holding area for rovers and other robots. It would play a major role in NASA's Artemis program.

Astronaut Mark Lee tests the new backpack called Simplified Aid for EVA Rescue (SAFER), a system designed for use in the event a crew member becomes untethered while conducting extravehicular activity.



## **Table of Contents**

1. Purpose.....	2
2. Background.....	2
3. Responsibilities.....	2
4. Eligibility To Participate.....	3
5. General Procedures.....	3
6. Agreements.....	4
7. Agreement Contents.....	5
8. Submission and Evaluation of a Mentor-Protégé Agreement.....	8
9. Extensions or Modification of Milestones Contained in an Agreement.....	8
10. Agreement Termination.....	9
11. Kickoff Meeting, Reporting, and Reviews.....	9
12. Frequently Asked Questions.....	10

## **Appendices**

A-1. Mentor-Protégé Agreement (MPA) Template.....	14
A-2. Mentor Application Template.....	24
A-3. Protégé Application Template.....	27
A-4. New Agreement Checklist.....	32

# NASA Mentor-Protégé Program (MPP) Guidebook

## 1. Purpose

The purpose of this guidebook is to provide integrated guidance for developing, submitting, and administering agreements under the NASA 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) Certified Small Businesses, 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-Serving Institutions (MSIs), as well as the 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. In fiscal year 2019, the NASA OSBP transitioned the MPP to be managed out of the NASA Marshall Space Flight Center (MSFC) Office of Small Business. As result, the MPP was temporarily suspended to revise forms and implement additional changes to policies and rules. The MPP was reinstated in January of 2020. 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 with 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 MPP Program Manager (PM) at MSFC in Huntsville, AL. Additionally, the SBS will ensure that all agreements endorsed by the Center fulfill the requirements of NFS 1819.72.
- ▶ **The NASA MPP PM resides at MSFC** and is responsible for coordinating and managing the program from a Headquarters perspective with participating Centers to ensure successful program execution. The PM will review all mentor applications and conduct informal semi-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 NASA MPP as defined in NFS 1819.72 and summarized below. A list of approved mentors is available on the MPP website at <https://www.osbp.nasa.gov/mpp/> 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 an 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 participate in the NASA MPP as many times as they would like. However, they must only engage with one NASA mentor at any given time. In accordance with NFS 1819.72, the following entities are eligible to be chosen as protégés:

- ▶ SDB
- ▶ WOSB
- ▶ HUBZone
- ▶ VOSB
- ▶ SDVOSB
- ▶ HBCU
- ▶ MSI
- ▶ Small Business with an active NASA SBIR/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 not currently receiving developmental assistance under an active NASA MPA.
- Whether the developmental assistance mentor intends on providing differs from the assistance provided under a previous 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 (SBDCs), 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 (PTACs)
- HBCUs
- MSIs

## 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 MPP PM. 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 MPA 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 MPA 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 MPP PM must review the MPA submission package within 30 business days of receipt, unless otherwise stated. The MPA is then approved by the NASA MPP PM.

- 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. The PM will verify the dollars against the annual 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 NASA CO must include a condition in the contract stating that the agreement is subject to the protégé's recertification.

**Award Fee Program.** Under the Award Fee 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 program, mentors working with a NASA SBIR/STTR Phase II company are eligible to participate.
- When reviewing agreements for participation in the 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 will use the annual reports 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 annual 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. The NASA MPP PM 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

MPAs must contain the following:

**Letters of Endorsement.** Signed letters of endorsement are required from the CO, the COR, and the Center SBS.

**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.

**An MPA 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 [WBS]).

- ▶ 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 by the mentor. Metrics shall also be included to measure progress and completion of each of the major developmental tasks.
- ▶ Utilize the WBS.

See the following example.

WBS Example:

<b>Cost of the Agreement</b>				
	<b>GFY 20__</b>	<b>GFY 20__</b>	<b>GFY 20__</b>	<b>TOTAL</b>
Direct Labor Costs	\$100,000.00	\$101,880.00	\$129,000.00	\$330,880.00
Direct Labor Hours	180	631	681	1,492
Other Direct Costs (ODCs) (e.g., Travel)	\$800.00	\$3,000.00	\$1,200.00	\$5,000.00
Indirect Costs (i.e., Reporting Requirements)				\$
HBCU/MSI/PTAC/SBDC				\$
ODCs (e.g., Membership Dues)	\$300.00	\$300.00	\$300.00	\$900.00
<b>YEARLY TOTALS</b>	<b>\$101,100.00</b>	<b>\$105,180.00</b>	<b>\$130,500.00</b>	<b>\$336,780.00</b>

<b>ODCs—Travel</b>			
	<b>NUMBER OF EMPLOYEES</b>	<b>NUMBER OF TRIPS</b>	<b>PLANE FARE</b>
<b>GFY 20__</b>	2 Employees	1 trip	\$800.00
<b>GFY 20__</b>	5 Employees	3 trips	\$3,000.00
<b>GFY 20__</b>	2 Employees	2 trips	\$1,200.00

<b>ODCs—Membership Dues</b>		
	<b>NUMBER OF EMPLOYEES</b>	<b>ABC SOCIETY</b>
<b>GFY 20__</b>	10 Employees	\$1,000.00
<b>GFY 20__</b>	12 Employees	\$1,200.00
<b>GFY 20__</b>	16 Employees	\$3,200.00

**Technical Transfer.** Assistance in technical areas must support the NASA mission and individual NASA Center needs. Examples may include, but are not limited to, the following:

- ▶ Quality Management Programs: ISO 9000 certification, Software Engineering Institute/Capability Maturity Model (SEI/CMM), and AS9100 certification
- ▶ Logistics Systems: Supply and 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 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: Occupational Safety and Health Administration (OSHA) Standards.
- Other assistance designed to develop the capabilities of the protégé under the developmental program.
- For HBCUs/MSIs only, a 30/70-percent split is allowable for the labor hours and cost on developmental assistance provided. Thirty percent may be related to technical transfer, and the remaining 70 percent may be related to business infrastructure. HBCUs/MSIs often don't have corporate resources to produce sizable amounts of technology transfer. HBCUs/MSIs benefit more from business development. 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 HBCUs/MSIs, PTACs, or SBDCs for training are allowable and should not be included in the incidental costs. Any HBCU/MSI, PTAC, or SBDC costs should not exceed 20 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 ODCs may not exceed 10 percent of the total Labor 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.

- Costs associated with reporting requirements such as the NASA MPP Annual Reports are considered indirect costs.
- 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 MPA to the CO and COR where the mentor holds a prime contract for letters of endorsement of the agreement. The complete package is also forwarded by the mentor to the NASA SBS at the NASA Center for review and endorsement of the agreement before the SBS forwards the complete application for review and final approval to the NASA MPP PM. When the NASA MPP PM receives an MPA from the Center for review, an acknowledgment of receipt is sent to the mentor POC, with notifications sent to the CO, COR, SBS, and protégé POC.

**Evaluation.** The NASA MPP PM reviews the MPA for up to 30 business days, excluding holidays. If the MPP PM 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 the NASA MPP PM.

Unsuccessful agreements may be revised and resubmitted once, for 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 HBCUs/MSIs, 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. The NASA MPP PM may also request that the mentor submit new milestones if the developmental assistance effort is behind schedule, as determined in the annual reports, informal semiannual reviews, or 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 may not 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 the following:

- 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 MPP PM for 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 MPP PM. 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 MPAs 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 the NASA MPP PM.

### **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, the NASA MPP PM, 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 program, a termination renders the mentor ineligible for any award fee.

## **11. Kickoff Meeting, Reporting, and Reviews**

An MPA kickoff meeting will be held within 30 days of the start of the agreement. The parties present at the meeting will include the NASA 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.

Annual reports are due from mentors and protégés to the NASA MPP PM via the Centers every 12 months. Mentors are required to report on the progress made in each of their active agreements annually throughout the term of the agreement. The report is due 30 days after the end of each 12-month period, commencing at the start of the agreement. A template for the annual report may be accessed electronically at <https://www.osbp.nasa.gov/mpp/>.

Protégés are also required to submit their own individually developed annual report, due 30 days after the end of each 12-month period, on the progress made in employment, revenues, and participation in NASA contracts during the prior 12-month period. The protégé's report is submitted separately from the mentor's report.

The required annual 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 Program, annual 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 MPA. 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 <https://www.osbp.nasa.gov/mpp/>.
- ▶ **Reviews.** NASA will conduct informal semiannual performance reviews. These performance reviews will focus on the progress and accomplishments realized under approved MPAs.

## 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 MPAs they may have at the same time. The protégé may participate in the NASA MPP as many times as they would like. However, the protégé may only be in one active NASA MPA at a time.

### **Q2: If I currently participate in another Federal agency's MPP, may I participate in the NASA MPP 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 the 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 mentor must resubmit its 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 MPP.

### **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:** When selecting a protégé, a 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
- ▶ 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 not currently receiving developmental assistance under an active NASA MPA

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

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

**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 <https://osbp.nasa.gov/mpp/index.html>.

**Q8: What are the submission deadlines to submit a mentor application and an MPA?**

**A:** The NASA MPP PM accepts mentor applications at any time. Center SBSs are recommended to review and then either endorse or reject the agreements within 30 business days. The SBS will review, endorse, and forward the complete MPA package to the NASA MPP PM. Upon receipt, the PM will have 30 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 CO, the COR, and the Center SBS.
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. **An MPA.** Mentors will develop the MPA using the template provided in Appendix A-1 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 WBS).

**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 NASA MPP PM based on the following criteria:

- ▶ Perceived benefit/value of the agreement to NASA
- ▶ Merit of the developmental assistance to the protégé
- ▶ Percentage of cost and hours associated with technical transfer
- ▶ Subcontracting opportunities available to the protégé
- ▶ Utilization of HBCUs/MSIs, 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 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. Protégés are allowed to participate in the new NASA MPP as many times as they would like. Therefore, any participation prior to the update does not affect future participation.

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

**A:** The developmental assistance provided under an MPA is expected to be at least 70 percent technical transfer (of proposed cost and hours), except for HBCUs/MSIs, 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 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
- ▶ Tooling Design and Fabrication
- ▶ Quality Management Programs: ISO 9000, SEI/CMMI, AS9100
- ▶ 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 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)
- Marshall Space Flight Center (MSFC)
- NASA FAR Supplement (NFS)
- Point of Contact (POC)
- Program Manager (PM)
- North American Industry Classification System (NAICS)
- Other Direct Costs (ODCs)
- Occupational Safety and Health Administration (OSHA)
- 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 Specialist (SBS)
- Small Business Technology Transfer (STTR)
- Technology Readiness Level (TRL)

If you have any further questions regarding the NASA MPP, please call 256-544-7768.

## 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 e-mail 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				
Other Direct Costs (ODCs) (i.e., Travel, Membership Dues)	\$	\$	\$	\$
HBCU/MSI/PTAC/SBDC	\$	\$	\$	\$
Indirect Costs (i.e., Reporting Requirements)	\$	\$	\$	\$
<b>GFY TOTALS</b>	\$	\$	\$	\$

\*NASA MPP requires 70% Technical Development/30% Business Development for Direct Costs when Protégé is a Small Business and 70% Business Development/30% Technical Development when Protégé is an 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 1,500 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	
E-MAIL 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 fewer, in the space below or in an attachment, please 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 1,500 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 that 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 fewer, in the space below or in an attachment, please 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 1,000 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. Mentor must address on company letterhead, even if Mentor owns 0% 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 <https://www.osbp.nasa.gov/mpp/>.

Developmental Assistance Program

**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 fewer, 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 1,300 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 by which the Mentor or Protégé has to respond to the proposed termination (30 days).

**Note:** Either Mentor or Protégé may rebut any statements/claims believed 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	
E-MAIL	

Protégé	
NAME	
TITLE	
ADDRESS	
TELEPHONE/EXT.	
FAX	
E-MAIL	

NASA Procurement CO (PCO)	
NAME	
TITLE	
ADDRESS	
TELEPHONE/EXT.	
FAX	
E-MAIL	

NASA SBS	
NAME	
TITLE	
ADDRESS	
TELEPHONE/EXT.	
FAX	
E-MAIL	

NASA COR	
NAME	
TITLE	
ADDRESS	
TELEPHONE/EXT.	
FAX	
E-MAIL	

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

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

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

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

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

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

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

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

## A-2. Mentor Application Template

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

### Overview

A business that is interested in participating in the NASA Mentor–Protégé Program (MPP) must submit an application for approval as a Mentor. The application must be submitted to the NASA MPP Program Manager (PM) at the Marshall Space Flight Center (MSFC) in Huntsville, AL.

All fields must be addressed and completed in full below. The PM may request additional information as needed.

### M1. Mentor Information

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

**M2. Eligibility.** Please indicate whether 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. YES  or NO

If yes, please indicate the contract # \_\_\_\_\_



**M3. Historical Background.** In 400 words or less, please provide a brief summary about the business, including a profile, historical background, recent activities, and accomplishments. Indicate whether the business has ever been classified as a small business.

Mentor Historical Background

**M4. Small Business Prime and Subcontracting Goals.** Please provide, as an attachment, a 3-year trend analysis of the company’s Small Business Prime and Subcontracting Goals and Actuals.

**M5. Mentor Performance Data.** Please fill out the following tables with all requested data for two complete Government Fiscal Years (GFYs) immediately preceding submission of this application. Please note that the GFY is from October 1 to September 30.

*a. Prime Contracts.* List the number of prime contracts awarded from NASA and other Federal agencies along with the associated dollar values for all prime contracts received by the firm. If none, enter zero.

Prime Contracts Awarded to Mentor			
	GOVERNMENT FISCAL YEAR	NUMBER OF PRIME CONTRACTS AWARDED	TOTAL PRIME CONTRACTS VALUE (\$)
NASA PRIME CONTRACTS	GFY- _____		
	GFY- _____		
OTHER FEDERAL AGENCY PRIME CONTRACTS	GFY- _____		
	GFY- _____		

**b. Subcontracts.** List the number of NASA subcontracts and other Federal Agencies along with the associated dollar values for each. If none, enter zero.

Subcontracts Awarded to Mentor			
	GOVERNMENT FISCAL YEAR	NUMBER OF SUBCONTRACTS AWARDED	TOTAL SUBCONTRACTS VALUE (\$)
NASA SUBCONTRACTS	GFY- _____		
	GFY- _____		
OTHER FEDERAL AGENCY SUBCONTRACTS	GFY- _____		
	GFY- _____		

**M6. Ability to Provide Developmental Assistance.** Describe the Mentor’s ability to provide developmental assistance. Include how the assistance will potentially increase subcontracting opportunities to small businesses and/or Historically Black Colleges and Universities (HBCUs)/Minority Serving Institutions (MSIs).

Ability to Provide Developmental Assistance

**M7. Summary Subcontracting Report (SSR).** Attach to this application a copy of the SSRs for the two preceding GFYs.

**M8. Signatures.** Before signing this document, verify that the content you are submitting is correct. Please attach a cover letter on company letterhead once application is ready for submission.

**Mentor Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

### A-3. Protégé Application Template

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

#### Overview

The Protégé application must be filled out in its entirety and submitted concurrently with the agreement package. This form should not be submitted without an accompanying a Mentor-Protégé Agreement (MPA). 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	
NAME OF PROTÉGÉ	
DUNS NUMBER	
POINT OF CONTACT NAME	
POSITION TITLE	
WEBSITE	
ADDRESS	
PHONE	
FAX	
E-MAIL	
WEBSITE/SOCIAL MEDIA	
INDUSTRY (I.E., R&D, SVC, MFG)	
CAGE CODE	

**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.

**Enter dates for all applicable Socio-Economic Certification and/or Expirations:**

**Small Business Socio-Economic Certifications and/or Expirations**

	ENTRANCE DATE	EXPIRATION DATE
SDB (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/MSI (IF APPLICABLE)		

	DATE	CERTIFIED DATE
HUBZONE AWARD (IF APPLICABLE)		
ABILITYONE (IF APPLICABLE)		

**P3. 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 Mentor-Protégé Program (MPP) Program Manager (PM) at the Marshall Space Flight Center (MSFC) for approval, the Protégé cannot exceed the size standard for the applicable primary NAICS codes.

**NAICS Codes**

	CODE	TITLE/DESCRIPTION
PRIMARY NAICS		
ADDITIONAL NAICS		
ADDITIONAL NAICS		
ADDITIONAL NAICS		

**P4. Historical Background.** In 400 words or less, please 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 MPP without impacting 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.

Protégé Historical Background	

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

*a. Protégé Employees, and Gross Revenue.* Provide the number of employees and gross revenue earned at the end of each GFY noted below. If none, enter zero.

Protégé Employees and Annual Gross Revenue		
	NUMBER OF EMPLOYEES	GROSS REVENUE
GFY-		
GFY-		

*b. Protégé Proposal Submissions.* Provide the number of proposals submitted to NASA and other Federal Agencies in the associated GFYs below. If none, enter zero.

Protégé Proposal Submissions		
GOVERNMENT FISCAL YEAR	NUMBER OF NASA PROPOSAL SUBMISSIONS	NUMBER OF FEDERAL AGENCIES PROPOSAL SUBMISSIONS (EXCLUDING NASA)
GFY-		
GFY-		
GFY-		
GFY-		

**c. Prime Contracts.** List the number of prime contracts awarded from NASA and other Federal Agencies along with the associated award dollar values for all prime contracts received by the Mentor. If none, enter zero.

**Prime Contracts Awarded to Protégé**

	GOVERNMENT FISCAL YEAR	NUMBER OF PRIME CONTRACTS AWARDED	TOTAL PRIME CONTRACTS AWARD VALUE (\$)
NASA PRIME CONTRACTS	GFY-		
	GFY-		
OTHER FEDERAL AGENCY PRIME CONTRACTS	GFY-		
	GFY-		

**d. Subcontracts.** List the number of subcontracts awarded from NASA and other Federal Agencies along with the associated award dollar values for all subcontracts. If none, enter zero.

**Subcontracts Awarded to Protégé**

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

If any subcontracts were awarded during a Mentor-Protégé relationship, regardless of the agency, please provide a brief narrative (i.e., Awarding Agency and Organization, GFY, Number of Subcontracts, and Contract Value) in the “Comments” text box below.

**Comments**

**e. Protégé-Awarded Subcontracts.** If the Protégé has had the opportunity to award subcontracts to Mentors, please list the number and total award dollar value in the table below. If none, enter zero.

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

**P6. Signatures.** Before signing this document, please verify that the content you are submitting is correct.

**Protégé Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Protégé Title:** \_\_\_\_\_

## A-4. New Agreement Checklist

### New Agreement Information

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

Protégé: \_\_\_\_\_

Sponsoring NASA Center: \_\_\_\_\_

Mentor DUNS Number: \_\_\_\_\_

Protégé DUNS Number: \_\_\_\_\_

Type of Agreement: Credit:  Award Fee Program  [Overview]

Length of Agreement (3-Year Maximum): \_\_\_\_\_ [Agreement-A1]

Contract Number with Subcontract Plan: \_\_\_\_\_

Cost of Agreement: \_\_\_\_\_ [Agreement-A2]

FY: \_\_\_\_\_ \$ \_\_\_\_\_ [Agreement-A2]

FY: \_\_\_\_\_ \$ \_\_\_\_\_ [Agreement-A2]

FY: \_\_\_\_\_ \$ \_\_\_\_\_ [Agreement-A2]



<b>Package Complete</b>	<b>Yes</b>	<b>No</b>	<b>Comments</b>	<b>Reference</b>
Signed Mentor-Protégé Agreement (MPA)	<input type="checkbox"/>	<input type="checkbox"/>		[Agreement–A20]
SBS Endorsement Letter	<input type="checkbox"/>	<input type="checkbox"/>		[Attachment]
COR Endorsement Letter	<input type="checkbox"/>	<input type="checkbox"/>		[Attachment]
CO Endorsement Letter	<input type="checkbox"/>	<input type="checkbox"/>		[Attachment]

<b>Mentor Eligibility</b>	<b>Yes</b>	<b>No</b>	<b>Comments</b>	<b>Reference</b>
New Mentor?	<input type="checkbox"/>	<input type="checkbox"/>		[Agreement–A3]
Previously Approved Mentor?	<input type="checkbox"/>	<input type="checkbox"/>		[Agreement–A3]
Does Mentor have at least one (1) Subcontracting Plan negotiated with NASA?	<input type="checkbox"/>	<input type="checkbox"/>		[Agreement–A4]
Mentor currently suspended or debarred from contracting with Federal Government?	<input type="checkbox"/>	<input type="checkbox"/>		[DSBS & SAM]

<b>Protégé Eligibility</b>	<b>Yes</b>	<b>No</b>	<b>Comments</b>	<b>Reference</b>
Protégé currently suspended or debarred from contracting with Federal Government?	<input type="checkbox"/>	<input type="checkbox"/>		[DSBS & SAM]
Small Disadvantaged Business	<input type="checkbox"/>	<input type="checkbox"/>		[Protégé App.–P2]
8(a) Expiration Date	<input type="checkbox"/>	<input type="checkbox"/>		[Protégé App.–P2]
Veteran-Owned Small Business (VOSB)	<input type="checkbox"/>	<input type="checkbox"/>		[Protégé App.–P2]
Service-Disabled Veteran–Owned Small Business (SDVOSB)	<input type="checkbox"/>	<input type="checkbox"/>		[Protégé App.–P2]
Woman-Owned Small Business (WOSB)	<input type="checkbox"/>	<input type="checkbox"/>		[Protégé App.–P2]
HUBZone Certified Small Business	<input type="checkbox"/>	<input type="checkbox"/>		[Protégé App.–P2]
Historically Black College and University (HBCU)	<input type="checkbox"/>	<input type="checkbox"/>		[Protégé App.–P2]
Minority Serving Institution (MSI)	<input type="checkbox"/>	<input type="checkbox"/>		[Protégé App.–P2]
NASA SBIR/STTR Phase II Company	<input type="checkbox"/>	<input type="checkbox"/>		[Protégé App.–P2]
AbilityOne Program Company	<input type="checkbox"/>	<input type="checkbox"/>		[Protégé App.–P2]

Protégé Information	Yes	No	Comments	Reference
Industry (i.e., R&D, Services, Manufacturing)	<input type="checkbox"/>	<input type="checkbox"/>		[Protégé App.–P1]
Primary NAICS	<input type="checkbox"/>	<input type="checkbox"/>		[Protégé App.–P3]
Additional NAICS	<input type="checkbox"/>	<input type="checkbox"/>		[Protégé App.–P3]
Additional NAICS	<input type="checkbox"/>	<input type="checkbox"/>		[Protégé App.–P3]
Additional NAICS	<input type="checkbox"/>	<input type="checkbox"/>		[Protégé App.–P3]
Percentage Owned by Mentor (Not more than 10%)	<input type="checkbox"/>	<input type="checkbox"/>		[Agreement–A8]
<b>Total HBCU/MI, PTAC, or SBDC Cost \$_____ and _____% (Cannot exceed 20%)</b>				
	<input type="checkbox"/>	<input type="checkbox"/>		[Agreement–A2]
ODC Cost (\$\$) & (%) (Not to exceed 10% of Direct Labor Cost)	<input type="checkbox"/>	<input type="checkbox"/>		[Agreement–A2]
MPA Has Value to NASA	<input type="checkbox"/>	<input type="checkbox"/>		[Agreement–A15]
Termination Procedures for Both Parties (Addressed on Organization/Co. Letterhead)	<input type="checkbox"/>	<input type="checkbox"/>		[Agreement–A16]
Mentor Will Comply with Reporting/ Review Requirements (Addressed on Organization/Co. Letterhead)	<input type="checkbox"/>	<input type="checkbox"/>		[Agreement–A17]
Protégé Will Comply with Reporting/ Review Requirements (Addressed on Organization/Co. Letterhead)	<input type="checkbox"/>	<input type="checkbox"/>		[Agreement–A17]

Technical and Cost Proposal	Yes	No	Comments	Reference
Align with the MPA	<input type="checkbox"/>	<input type="checkbox"/>		[Agreement–A15]
Contains Work Break Structure	<input type="checkbox"/>	<input type="checkbox"/>		[Agreement–A13]
Has a Milestones Chart?	<input type="checkbox"/>	<input type="checkbox"/>		[Agreement–A13]
Has a Technical Proposal?	<input type="checkbox"/>	<input type="checkbox"/>		[Agreement–A11]
Total Hours _____	<input type="checkbox"/>	<input type="checkbox"/>		[Agreement–A13]
Total Dollars _____	<input type="checkbox"/>	<input type="checkbox"/>		[Agreement–A13]
Has a Cost Proposal?	<input type="checkbox"/>	<input type="checkbox"/>		[Agreement–A12]
Technical Transfer % against Direct Labor Dollars: _____%	<input type="checkbox"/>	<input type="checkbox"/>		[Attachment to A13 of the Agreement]
Technical Transfer % against Direct Labor Hours: _____%	<input type="checkbox"/>	<input type="checkbox"/>		
Business Development % against Direct Labor Dollars: _____%	<input type="checkbox"/>	<input type="checkbox"/>		[Attachment to A13 of the Agreement]
Business Development % against Direct Labor Hours: _____%	<input type="checkbox"/>	<input type="checkbox"/>		

Agreement Approval	Yes	No	Comments	Reference
Firm Name/Address/Phone #/POC Mentor and Protégé	<input type="checkbox"/>	<input type="checkbox"/>		[Agreement–A3/A19]
Description of Developmental Assistance	<input type="checkbox"/>	<input type="checkbox"/>		[Agreement–A10]
Milestones for Developmental Assistance Plan	<input type="checkbox"/>	<input type="checkbox"/>		[Agreement–A13]
Metrics for Developmental Assistance Plan	<input type="checkbox"/>	<input type="checkbox"/>		[Agreement–A13]
Past and Estimated Subcontracts to Protégé(s)	<input type="checkbox"/>	<input type="checkbox"/>		[Agreement–A9]
<b>Estimate of Cost \$</b> _____	<input type="checkbox"/>	<input type="checkbox"/>		[Agreement–A2]

**Additional Elements:** Additional Elements section should be completed for Protégés that have previously participated in the NASA MPP.

Additional Elements	
Previous Mentor	
Length of Previous Agreement	
Dates of Agreement	
Contract Number	

SBS Approval       SBS Disapproval

Reviewed By: \_\_\_\_\_ PM Concurrence: \_\_\_\_\_

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

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

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