

Department of Veterans Affairs
(VA)

Mentor-Protégé Program

Agreement Template

Mentor-Protégé agreement for each Mentor-Protégé relationship must be forwarded to the Executive Director, VA Office of Small and Disadvantaged Business Utilization (OSDBU) for approval.

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

The following template is **provided as a guide** to assist in the preparation of the VA Mentor-Protégé Agreement, and all elements listed below and discussed in the MPP Guidebook must be addressed in the agreement. Attachments/addendums are allowed as necessary. These documents are currently marked "Template." Should OSDBU consider these templates as the required information collection documents, they should notify Office of Acquisition and Logistic Programs and Policy so the forms can be included in the Office of Management and budget approved collection 2900-0723.

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:	
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Subcontracting Plan Credit: Mentor will identify the VA contract if applying for the dollar for dollar credit toward the subcontracting plan.

VA Contract Number:	
VA Contracting Activity:	
VA Contracting Officer:	

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>			Total
	Year 1	Year 2	Year 3	
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>):	
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 Subcontracting Program and the Mentor-Protégé Programs. Indicate whether the Mentor has ever been officially classified as a small business.

3. VA Subcontract Awards to Protégé. Provide the number and total dollar amount of VA 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.

VA Subcontract Awards to Protégé		
Fiscal Year	Number	Dollar Amount
FY-_____		
FY-_____		

- 4. Other Federal Agency (Excluding VA) Subcontract Awards to Protégé.** Provide the number and total dollar amount of all other federal agency (excluding VA) 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 VA) 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 VA 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 (VA or Other Federal Agency)

- 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 VAAR. (note: Veteran and Service Disabled Veteran Owned Small Business must register and verified in VETBIZ Registry)
- 7. Protégé Information.** Please provide the following:

Name of Protégé:	
Address:	
Telephone:	
Fax:	
Homepage URL:	

10. Metrics. The success of the Mentor-Protégé Program agreement is measured on a 6-month basis by a system of metrics designed to ensure continued pursuit and completion of the milestones outlined in the agreement, achievement of technology transfers, and attainment of contract awards and revenue. In addition to the developmental assistance plan, 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 VA prime/subcontracts and other federal agency prime/subcontracts awarded to Protégé
- Annual revenue of Protégé
- Protégé's employee base
- Timeliness of report submissions

11. Value of the Mentor-Protégé Agreement. Provide a summary of the value of this agreement as to how it will support the VA mission(s), increase the Protégé's ability to participate in VA, 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.

12. 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 if it no longer wants to be a participant in the Program and only if they wish to withdraw all participation under all agreements in the VA 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 to the requirements of this section, shall be final upon written consent by the VA OSDBU.

13. 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.

14. Termination by VA OSDBU for cause – VA may terminate the Agreement during the reporting periods if VA finds that the mentor has not complied with the provisions as set forth in the Agreement or that the assistance has not resulted in any material benefits or developmental gains to the protégé. VA will notify the mentor and protégé of its intent to terminate the agreement. Both the mentor and protégé may appeal this action. The mentor and protégé will submit in writing, within 30 calendar days of the notification, reasons to continue the agreement and a proposed remediation plan.

VA may terminate this agreement at any time, without recourse, if the protégé does not maintain verified status in VIP or if a party to the Agreement is debarred or suspended from government contracting by any federal agency.

15. Mentor Point of Contact (POC) All correspondence and inquiries regarding the VA 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. Report & 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 VAAR 819.7113 and the current Mentor-Protégé Guidebook. The Protégé must include in their statement an affirmation that it will provide data on employment, annual revenues, VA prime and subcontracts, and other federal agency prime and subcontracts for 12-month period following the end of the agreement.

18. Needs Assessment. The mentor will conduct a need assessment of the protégé prior to the preparation of the mentor-protégé agreement. The mentor and protégé will agree with the type of assistance to be provided and incorporate into the mentor-protégé agreement, as required by the VAAR 819.7108 and the latest version of the Mentor-Protégé Guidebook. The need assessment document will be included with the submission of the MPA proposal.

19. The Assistance. Describe the developmental program for the Protégé specifying the type of assistance planned, how the assistance will be provided, the location of assistance/training to be provided and the timeliness of assistance as described in the milestones and metrics. Explain how this plan will address the Protégé’s needs and enhance its ability to perform successfully under contracts or subcontracts within VA. Please provide the cost of each task under this section.

The format shown below may be used for each task.

Type of Assistance and description: _____

Where and how is the assistance provided: _____

Estimated completion of this task: _____

Estimated cost of this assistance: _____

20. 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 VA prime or subcontract awarded to the Mentor.)

<u>Mentor</u>	<u>Protégé</u>
_____ Printed Name	_____ Printed Name
_____ Signature	_____ Signature
_____ Title	_____ Title
_____ Date	_____ Date