I-107 Elements of a mentor-protege agreement.

Each mentor-protege agreement shall contain—

(a) The name, address, email address, and telephone number of the mentor and protege points of contact;

(b) The NAICS code(s) that represent the contemplated supplies or services to be provided by the protege firm to the mentor firm and a statement that, at the time the agreement is submitted for approval, the protege firm does not exceed the size standard in I-102(b)(3);

(c) A statement that the protege firm is eligible to participate in accordance with I-102(b);

(d) A statement that the mentor is eligible to participate in accordance with I-102(a);

(e) Assurances that—

(1) The mentor firm does not share, directly or indirectly, with the protege firm ownership or management of the protege firm;

(2) The mentor firm does not have an agreement, at the time the mentor firm enters into a mentor-protege agreement, to merge with the protege firm;

(3) The owners and managers of the mentor firm are not the parent, child, spouse, sibling, aunt, uncle, niece, nephew, grandparent, grandchild, or first cousin of an owner or manager of the protege firm;

(4) The mentor firm has not, during the 2-year period before entering into a mentor-protege agreement, employed any officer, director, principal stock holder, managing member, or key employee of the protege firm;

(5) The mentor firm has not engaged in a joint venture with the protege firm during the 2-year period before entering into a mentor-protege agreement, unless such joint venture was approved by SBA prior to making any offer on a contract;

(6) The mentor firm is not, directly or indirectly, the primary party providing contracts to the protege firm, as measured by the dollar value of the contracts; and

(7) The SBA has not made a determination of affiliation or control;

(f) A preliminary assessment of the developmental needs of the protege firm;

(g) A developmental program for the protege firm, including—

(1) The type of assistance the mentor will provide to the protege and how that assistance will—

(i) Increase the protege’s ability to participate in DoD, Federal, and/or commercial contracts and subcontracts; and

(ii) Increase small business subcontracting opportunities in industry categories where eligible

proteges or other small business firms are not dominant in the company’s vendor base;

(2) Factors to assess the protege firm's developmental progress under the Program, including specific milestones for providing each element of the identified assistance;

(3) A description of the quantitative and qualitative benefits to DoD from the agreement, if applicable; and

(4) Goals for additional awards for which the protege firm can compete outside the Program;

(h) The assistance the mentor will provide to the protege firm in understanding Federal contract regulations, including the FAR and DFARS, after award of a subcontract under the Program, if applicable;

(i) An estimate of the dollar value and type of subcontracts that the mentor firm will award to the protege firm, and the period of time over which the subcontracts will be awarded;

(j) A statement from the protege firm indicating its commitment to comply with the requirements for reporting and for review of the agreement during the duration of the agreement and for 5 years thereafter;

(k) A program participation term for the agreement that does not exceed 23 years. The agreement may be extended for a period not to exceed 2 years if approved by the Director, OSBP, OUSD(A&S). The Director, OSBP, of the cognizant military department or defense agency will submit requests for an extension of the agreement to the Director, OSBP, OUSD(A&S) for approval. The request will include a justification describing the unusual circumstances that warrant a term in excess of 3 years;

(l) Procedures for the mentor firm to notify the protege firm in writing at least 30 days in advance of the mentor firm's intent to voluntarily withdraw its participation in the Program. A mentor firm may voluntarily terminate its mentor-protege agreement(s) only if it no longer wants to be a participant in the Program as a mentor firm. Otherwise, a mentor firm must terminate a mentor-protege agreement for cause;

(m) Procedures for the mentor firm to terminate the mentor-protege agreement for cause which provide that—

(1) The mentor firm must furnish the protege firm a written 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 protege firm must have 30 days to respond to such notice of proposed termination, and may rebut any findings believed to be erroneous and offer a remedial program;

(3) Upon prompt consideration of the protege firm's response, the mentor firm must either withdraw the notice of proposed termination and continue the protege firm's participation, or issue the notice of termination; and

(4) The decision of the mentor firm regarding termination for cause, conforming with the requirements of this section, will be final and is not reviewable by DoD;

(n) Procedures for a protege firm to notify the mentor firm in writing at least 30 days in advance of the protege firm's intent to voluntarily terminate the mentor-protege agreement;

(o) Additional terms and conditions as may be agreed upon by both parties; and

(p) Signatures and dates for both parties to the mentor-protege agreement.

Parent topic: APPENDIX I - POLICY AND PROCEDURES FOR THE DOD PILOT MENTOR-PROTEGE PROGRAM