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*This Mentor Protégé Agreement (MPA) template is for informational purposes only. Final MPAs are developed in coordination with the OSDDBU, DOE Prime Contractor (Mentor), and Small Business (Protégé) following a review of a MPP Application.*

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# MENTOR PROTÉGÉ AGREEMENT

Between

Mentor Insert Name

And

Protégé Insert Name

## 1.0 INTRODUCTION

Insert Name of Mentor hereinafter referred to as the Mentor, manages and operates the DOE Headquarters Contract; pursuant to the Mentor's Insert Contract Type Contract Insert Contract No. with DOE, and hereby enters into a Mentor Protégé Agreement (hereinafter referred to as the Agreement) with Insert Protégé Name, hereinafter referred to as the Protégé, in accordance with the Department of Energy (DOE) Mentor Protégé Program, as prescribed by the Department of Energy Acquisition Regulation (DEAR) 919.70. The period of performance under the contract for this agreement is Insert Period of Performance. The Protégé meets the eligibility requirements of the program, as indicated by the checked Protégé's status below.

## 1.1 PROTÉGÉ SOCIO-ECONOMIC STATUS

Insert Name of Protégé status is (place an "X" for all that apply):

- Small business
- Small disadvantaged business
- 8(a) business
- Women-owned small business
- HUBZone small business
- Service-Disabled Veteran-Owned small business
- Historically Black College & University (HBCU)
- Other Minority Educational Institution (MEI)

## 1.1A PROTÉGÉ STATUS

Protégé demonstrates need for assistance in the areas identified under this agreement

Protégé have/have not previously participated in the DOE MPP

Protégé have participated in DOE MPP however have not rec'd the type of assistance being provided under this agreement

Protégé have/have not been in another federal agency MPP

Protégé have/have not been awarded prime contract(s) w/DOE or other federal agencies

Protégé prime contract awards ranged from \_\_\_\_\_ to \_\_\_\_\_

Protégé have/have not been awarded subcontract(s) w/DOE or other federal agencies

Protégé subcontract awards ranged from \_\_\_\_\_ to \_\_\_\_\_

## **1.2 PROTÉGÉ NAIC**

### **Insert Protégé main NAIC for development under the Agreement**

## **2.0 PURPOSE**

The Mentor Protégé Program is a DOE initiative which was established to provide an opportunity for eligible small businesses to receive developmental assistance in business and/or technical areas from experienced large and small businesses performing as DOE contractors, in order to assist the small businesses in improving and expanding their capabilities to perform contracts and subcontracts for DOE and its prime contractors. It is hopeful that this mentoring experience also will be a catalyst for the Protégé becoming a successful subcontractor to other government agencies and contractors, to the private sector. It is anticipated that this experience will foster a long-term relationship between the Mentor and the Protégé, and provide increased opportunities and resources that will contribute to the Protégé's growth. This Agreement is the mechanism used to provide the framework for developmental assistance that will be provided by the Mentor, as well as the conditions under which both parties will operate.

## **3.0 OVERALL OBJECTIVE(S)**

The overall objective of this Agreement is for **Insert Name of Mentor** to assist **Insert Name of Protégé** in identifying, developing, and promoting the capabilities, experience, and technical expertise that will help foster growth and business development for security, technical and business services.

**Insert Name of Mentor**, as the Mentor firm, will assist the Protégé in:

- a)
- b)
- c)

If the parties enter into a separate subcontract, then the subcontract agreement has its own terms and conditions which might, but not necessarily, correspond to the terms and conditions of this Agreement. To the extent practicable, this Agreement will support the subcontract in place with, or to be placed with, the Protégé.

## **4.0 SPECIFIC DEVELOPMENTAL ASSISTANCE**

The Mentor and Protégé will cooperatively develop and initiate a program to enhance the business and technical capabilities of the Protégé that may include, but are not to be limited to the following:

- a) The Mentor may award subcontracts on a noncompetitive basis as a set-aside subcontract to support a diverse set of the Mentor's program areas such as: 1) Program & Project Management, 2) Design Basis Threat Analysis, 3) Force Protection Planning, 4) Protective Force Operations, 5) Strategic Planning, 6) Vulnerability Assessment, 7) Operational Readiness Reviews, 8) Sustainability Program Development, 8) Logistics, 9) Physical Security Programs, 10) Computer Analysis And Planning, 11) Integrated Safeguards & Security Management, 12)

Integrated Safety Management, 13) Quality Assurance 14) Emergency Preparedness Planning, 15) 3-Dimensional System Development, 16) Information Security, 17) Personnel Security, and 18) Performance Assurance Planning.

- b) The Mentor will assist the Protégé to develop...
- c) The Mentor will assist the Protégé to achieve...
- d) The Mentor will assist the Protégé in development of ...
- e) The Mentor will assist the Protégé to establish ...

#### **5.0 ASSESSMENT OF PROTÉGÉ STRENGTHS AND WEAKNESSES**

If, upon signature of this Agreement by both parties, the Mentor has not already performed an assessment of the Protégé's strengths and weaknesses, the Mentor will perform all or portions of the assessment (a) outlined below, and consider implementing (b) through (d):

- (a) An assessment of the Protégé's operation, by the Mentor, will include the identification of the Protégé's strengths and weaknesses in business and technical areas. This assessment, which will be provided to the Protégé in accordance with Attachment 1 schedule, will identify the specific business and/or technical areas in which the Protégé will be mentored. It is anticipated that these areas preliminarily will include:
  - (1) Assistance in ...
  - (2) Assistance in ...
  - (3) Assistance in...
  - (4) Participation in ...
  - (5) As appropriate... provide
- (b) Introduction of the Protégé to additional contacts within the Mentor organization.
- (c) Establishment of a general order subcontract so the Protégé can work with the Mentor in specific areas of the Protégé's expertise that support the Mentor's programs and projects.
- (d) Evaluation of the Protégé's technical capabilities, assessment of its technical strengths, and identification of areas of potential subcontracting opportunities by internal champions at the Mentor organization.

After the initial assessment, or a follow-up or reassessment, of the Protégé's strengths and weaknesses, the Mentor will submit an addendum to this Agreement that will contain the new areas of developmental assistance and any new conditions of operation.

#### **6.0 MENTOR COMMITMENTS**

**Insert Name of Mentor** and its component elements, commit to support the Protégé and work to enhance business opportunities and technical capabilities by:

- a) Providing badging, site access and related training support for the Protégé's personnel.
- b) Providing Foreign Ownership Control or Influence determination for the Protégé.
- c) Providing assistance in the development of expertise capabilities in areas related to occupational health, safety and security functions.
- d) Develop Protégé's knowledge and expertise in the areas of procurement and contracts.
- e) Consider the Protégé for partnering on DOE, and other agency, contracts.
- f) Where possible providing subcontracts to the Protégé to meet the Mentor's requirements and to facilitate the learning process for the Protégé.

#### **7.0 PROTÉGÉ COMMITMENTS**

**Insert Name of Protege**, and the components of the **Insert Name of Protege** organization, commit to work with the Mentor in its efforts to assist **Insert Name of Protege** and support the Mentor by:

- (a) Providing support to **Insert Name of Mentor** mission and programs.
- (b) Meeting the eligibility requirements of the DOE Mentor Protégé Program, and informing the Mentor of any changes in the Protégé status that may affect the work, relationship, or this Agreement, e.g., if the size status of the Protégé changes.
- (c) Maintaining open communication with the Mentor in regard to the developmental assistance received.
- (d) Seeking partnerships with the Mentor on other contracting and subcontracting opportunities.
- (e) Participating in DOE surveys and studies on the DOE Mentor Protégé Program to include an annual post completion report up to two complete fiscal years past the agreement expiration date.

## 8.0 DURATION OF AGREEMENT

This Agreement will be effective when signed on behalf of both parties and approved by DOE OSDBU. The term of this agreement consists of a maximum of **two (2) base years and three (3) one year options** by mutual agreement of both parties. The Agreement will be reviewed for appropriateness at the end of the first year and every year thereafter for the duration of the Agreement. The Agreement will be reviewed for progress at the end of the first six (6) months by submission of a Progress report and semi-annually thereafter. If any changes are deemed appropriate, this Agreement may be modified by agreement of both parties and with the approval of DOE OSDBU.

## 9.0 PROGRESS REPORT AND SCHEDULE OF ACTIVITIES

**Insert Name of Mentor** agrees to submit semi-annual progress reports with an **updated schedule of activities** to the DOE OSDBU, in order for the OSDBU to measure progress against the objectives of the Agreement and Schedule of Activities (Attachment 1). The purpose of the Schedule of Activities is to provide a time-table and point of departure for the mentor and protégé to start mentoring activities, and re-start mentoring activities should the activities be interrupted. The Schedule of Activities may be revised, as needed, however must be approved by the OSDBU. **Failure to submit reports in accordance with the terms and conditions of this agreement will result in the termination of the agreement by the OSDBU.**

**Insert Name of Protégé** agrees to submit a semi-annual progress report to the Program Manager, OSDBU, summarizing the accomplishment of the Agreement and to independently convey whether it believes the objectives are being accomplished. The report will also include the successes as well as “lessons learned” of the agreement. **Failure to submit reports in accordance with the terms and conditions of this agreement will result in the termination of the agreement by the OSDBU.**

## 10.0 POINTS OF CONTACT

Mentor:

Protégé:

DOE Mentor Protégé Program Manager

Mark Lochbaum  
Room 5B 194 (SB-1)  
1000 Independence Ave, SW  
Washington, DC 20585  
[DOEMPP@HQ.DOE.GOV](mailto:DOEMPP@HQ.DOE.GOV)

DOE Contracting Officer:

DOE Small Business Program Manager:

DOE HQ Program Office Point of Contact:

DRAFT

## **11.0 TERMINATION PROCEDURES**

Either party may propose to voluntarily terminate or withdraw from its participation in this Agreement under the conditions outlined below. Such termination shall not relieve either party of any contractual obligation arising in or from a separate subcontract and shall not affect the rights of either party that may have accrued prior to such termination. The termination shall be subject to the following procedure and conditions:

- (a) The Mentor or Protégé shall furnish written notice of the proposed termination or withdrawal, stating the specific reason for such action, at least thirty (30) days in advance of the effective date of such proposed termination to the other party, DOE Headquarters OSDBU, and the DOE Contracting Officer.
- (b) The Mentor must complete a Termination form, obtained from the OSDBU, and submit it to the OSDBU with its final progress report.
- (c) In the event of indictment, suspension, or debarment by the Government of either party, this Agreement shall be terminated.
- (d) The Agreement may also be terminated by mutual consent of the parties.

## **12.0 IMPLEMENTATION—TERMS AND CONDITIONS**

### General

The parties understand that this Agreement is subject to approval by DOE and is not intended to be a legally binding Agreement or vehicle for transfer or commitment of funds or other resources. Therefore, any specific work, efforts, activities, or other commitments of the Mentor pursuant to or anticipated in this Agreement (including those in Section 4.0 and 5.0 of this Agreement) must be implemented by such definitive subcontract(s) or other written arrangement as may be deemed necessary mutually by the Mentor and the Protégé. If, however, such work efforts, activities, or other commitments are stated before a subcontract or other written agreement has been entered into, they shall be deemed voluntary and shall not obligate the Mentor to proceed further. Failure by the Mentor to enter into any subcontracts or other written agreements to perform specific work, efforts, activities, or other commitments of the Mentor pursuant to or anticipated in this Agreement shall not be a basis for any contractual or other claims or legal action against the Mentor.

- (a) This Agreement shall not constitute, create, or in any way be interpreted as a joint venture, partnership, or formal business organization of any kind. Neither party may assign or transfer its interests under this Agreement without the written consent of the other party hereto.
- (b) Either party may change its point of contact by written notice to the other, with copy to the DOE Program Manager, OSDBU.
- (c) All cooperation between the Mentor and the Protégé will be on a nonexclusive basis. Both parties are entitled to execute similar agreements with other organizations without the notification or approval of either party.
- (d) Any resultant subcontract executed between the Mentor and the Protégé must be consistent with the requirements of the Mentor's contract with DOE and may be subject to DOE's consent.

### Intellectual Property and Proprietary Information

It is specifically understood that disposition of title to and/or rights in and to any intellectual property (including inventions and discoveries, patents, technical data, and copyrights) made or conceived by an employee or representative of the Mentor or Protégé, in the course of or under this Agreement, remains with the initiating party or developer.

The Protégé shall not divulge to any third party any business—confidential information of the Mentor to which the Protégé may be given access by the Mentor in the course of this Agreement and for a period of three years subsequent to the termination of this Agreement.

Obligations of the Mentor

It is specifically understood and agreed that participation in this Mentor-Protégé Agreement shall be subject to, governed by, and in compliance with the following:

- (a) Any applicable contracts or agreements between the Mentor and DOE, including requirements resulting there from;
- (b) Any statutes, regulations, or policies applicable to DOE or the Mentor, including regulations pertaining to reimbursement of allowable costs incurred;
- (c) Availability of appropriated funds; and
- (d) Written approval by DOE, where necessary.

**13.0 EXPIRATION OF AGREEMENT**

**Insert Name of Mentor** will notify the OSDBU **30 days before expiration** of this Agreement. The Mentor and Protégé will forward the final progress report to the OSDBU no later than **60 days after the expiration** date of the agreement.

**14.0 APPROVALS**

In witness whereof the parties, by duly authorized representatives, have signed this Agreement.

**Mentor:**

\_\_\_\_\_  
Mentor Approving Official Name and Signature

\_\_\_\_\_  
Date

**Protégé:**

\_\_\_\_\_  
Protégé Approving Official Name and Signature

\_\_\_\_\_  
Date

**Department of Energy Officials:**

\_\_\_\_\_  
DOE Contracting Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
DOE Mentor-Protégé Program Manager

\_\_\_\_\_  
Date



## DOE MENTOR-PROTÉGÉ PROGRAM NEEDS ASSESSMENT DETERMINATION

The Mentor and the Protégé should both identify the areas in which the Protégé needs development assistance to enhance its future ability to compete for the award of contracts and subcontracts on a competitive basis in higher technology areas.

The needs assessment is crucial to determining the types of training required, and the areas for growth. Listed below are some sample questions to consider when conducting the Needs Assessment. These are ideas to consider and are not inclusive.

### **General Corporate Information:**

- What do you consider your firm's core business competencies?
- How many sites do you have and what are the locations?
- Who are your clients (Federal, DOE, state, local, and commercial)?
- Have you worked with this Mentor before?
- What types of contract vehicles have you used (e.g. GSA schedule, IDIQ)?
- Please provide an organizational chart for your firm with a description of roles and responsibilities.
- Have you ever been a Protégé before?

### **Financial Information:**

- What kind of financial system does your company utilize (i.e. Deltek, Peachtree, etc.)?
- How do you determine indirect costs and their allocations?
- Have you ever filed a Cost Accounting Disclosure Statement with the Defense Contract Audit Agency (DCAA)? If so, has it been reviewed/audited and approved by DCAA?
- Describe your project cost accumulation and reporting system.
- Do you have an established line of credit?
- Do you have an external auditing firm? If yes, when was your last audit and what were the results?
- Do you have issues regarding invoicing, aging receivables, or your collection process?

### **Sales/Marketing/Business:**

- Do you have a web site?
- Describe the composition of your sales and marketing group(s). Does your company subscribe to an on-line service to identify new business opportunities?
- Do you have marketing literature?
- Describe your internal proposal procedures?
- Describe your marketing plan. Is it current and used?



### **Contracting Information:**

- Do you have one or more employees whose duties are either totally or significantly involved in the contract or subcontract administration? If not, do you hire temporary contract/subcontract professionals?
- Describe your established internal written procedures on contract and/or subcontract administration. When were the procedures last updated?
- Who within your company is authorized to sign contracts and/or subcontracts?

### **Human Resources:**

- Describe your human resources processes (including recruiting and hiring).
- What is your attrition rate? Describe your employee retention policies/initiatives.
- Do you have an orientation program and welcome packet for new employees?
- Do you have an employee handbook? If so, does it encompass the following areas: Training Programs, Dress Code, Code of Conduct, Sexual Harassment policy, and Ethics?
- Describe your benefits, (401K plan, pension plan, tuition reimbursement, employee training, health insurance, etc.).
- How do you communicate employee-related information throughout your organization?
- Describe your employee termination policy/process.

### **Technical Competencies:**

- Describe your experience/expertise with the following technical capabilities: systems engineering, software engineering, network security, information assurance, quality assurance, telecommunications engineering, IT and general logistics support.
- Do you have a configuration management process? Quality control processes?
- Describe your technical training program for employees (office automation, finance and accounting, contracting, quality or configuration management, etc.).
- What certifications does your company maintain?

**Describe your company's one, three and five year goals.**



# MENTOR PROTÉGÉ SCHEDULE OF MENTORING ACTIVITIES

(Insert the dates of the Mentor Protégé Agreement (i.e. 2 year period))

Task	Title	Deliverable/Activity	Start Date	Planned Completion Date	Actual Completion Date	Status
1	Technical Assistance	Jointly match the Protégé capabilities with Mentor to identify opportunities				
2	Business Development	Review Protégé business development practices/management best practices, particularly targeted toward developing winning technical proposals and formulating effective business strategies				
3	Business Assistance	Assess Protégé business plans, technologies and products				
4	Subcontract Opportunities	Identify three potential areas for subcontracting work to Protégé; continue to locate other potential areas for subcontracting; award a minimum of one subcontract to Protégé.				
5	Business Management Guidance	Identify subject matter experts to provide assistance in areas such as: <ul style="list-style-type: none"> <li>- Information Technology</li> <li>- eProcurement and eAuction</li> <li>- Equipment operating and capital leases</li> <li>- Human Resource policies</li> <li>- Internal research and development</li> <li>- Financial assistance requirements such as Working Capital.</li> <li>- Bonding and Federal Grants.</li> <li>- Strategic alliance with key suppliers and subcontractors</li> </ul>				
6	Technology Transfer and Commercialization	Protégé to identify possible opportunities				
7	Technical	Protégé to identify required skills of highly qualified mentor personnel required to augment existing Protégé resources				