Cover Page

Department of Defense Mentor Protégé Program Intermediary

Program-Specific Terms and Conditions

Division II

Version 1.0

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1. Program Requirements

The purpose of this award is to establish and maintain an Intermediary to support projects and agreements in collaboration with DoD OSBP to execute the Mentor Protégé Program (MPP) in support of small businesses and new entrants that develop diverse solutions to some of the governments most pressing challenges in several novel technology spaces including advanced manufacturing, material sciences, deep learning, cyber security, high performance computing, the technologies that are required to build those materials and the technologies and tools to secure and strengthen domestic supply chains. This intermediary will develop a problem-solving network, which will bring together universities, small businesses, other than small businesses, entrepreneurs, and inventors that can collaborate on projects, functioning as a strategic responsive cell. The government will utilize the industry configuration to identify complex challenges and develop product-oriented solutions. The intermediary will focus on the MPP through establishing and administering reimbursement in support of mentor-protégé agreements between DoD approved mentors and protégé firms and supporting transition and commercialization of agreement outcomes where appropriate.

2. Resources

You must maintain the resources necessary to carry out the program. At a minimum, these resources must consist of a dedicated Program Manager (PM) employed on a full- time basis. The PM directs and administers the operations of the Intermediary and must have full authority to deploy all resources necessary to do so. The PM is key to the effectiveness of the Intermediary and must have appropriate management qualifications and a thorough understanding of the requirements of this award. The PM must also have knowledge and understanding of DoD contracting policies and procedures. The PM may support other programs as well, providing that the support for the other programs is minimal, does not negatively impact the Intermediary management functions, and is not performed using Intermediary funding.

3. Participant Reimbursement

One of your responsibilities is to establish and administer reimbursement in support of mentor-protégé agreements between DoD approved mentors and protégé firms. In this role, you will be responsible to execute sub-awards with approved mentors and protégé firms eligible for reimbursement under the DoD MPP. DoD OSBP is responsible for the approval of MPP agreements, and the Government on this cooperative agreement will establish a participant specific line item for this purpose, and disbursement under this line item shall only be utilized for reimbursement of costs subject to the below and with written concurrence from the MPP Grants Officer.

A. Assistance provided in the form of advance payments will be reimbursed only if the payments have been provided to a protege firm in compliance with FMS Article II-Payments and SUB Article IV- Financial and Program management requirements for subawards, as depicted in the MPP Intermediary Program General Terms and Conditions.

B. The Intermediary agrees that any financial loss resulting from the failure or inability of the protege firm to repay any unliquidated advance payments is the sole financial responsibility of the Intermediary.

C. The primary forms of developmental assistance authorized for MPP particpant reimbursement under the Program are identified here:

(1) Assistance by mentor firm personnel in—

(i) General business management, including organizational management, financial management, and personnel management, marketing and technology commercialization, compliance systems, and overall business planning;

(ii) Engineering and technical matters such as production inventory control and quality assurance; acquisition or transfer of hardware, tooling, or software; and technology transfer and transition; and

(iii) Any other assistance designed to develop the capabilities of the protege firm under the developmental program described in I-107(g).

(2) Award of subcontracts to the protege firm under DoD contracts or other contracts on a noncompetitive basis.

(3) Loans.

(4) Assistance that the mentor firm obtains for the protege firm from one or more of the following:

(i) Small Business Development Centers established pursuant to section 21 of the Small Business Act (15 U.S.C. 648).

(ii) Entities providing procurement technical assistance pursuant to 10 U.S.C. Chapter 388 (Procurement Technical Assistance Cooperative Agreement Program).

(iii) Historically Black colleges and universities.

(iv) Minority institutions of higher education.

(v) Women's business centers described in section 29 of the Small Business Act (15 U.S.C. 656).

D. On a case-by-case basis, Directors, OSBP, of the military departments or defense agencies at their discretion, may approve additional incidental expenses for reimbursement, provided these expenses do not exceed 10 percent of the total estimated cost of the agreement. The intermediary must ensure written direction from the Grants Officer has been provided documenting the Director, OSBP approval prior to any reimbursement for additional incidental expenses.

E. The total amount reimbursed to a mentor firm for costs of assistance furnished to a protege firm in a fiscal year may not exceed $1 million unless the Director, OSBP, of the military department or defense agency determines in writing that unusual circumstances justify reimbursement at a higher amount. Request for authority to reimburse in excess of $1 million must detail the unusual circumstances and must be endorsed and submitted by the program manager to the Director, OSBP, of the military department or defense agency. The intermediary must ensure written direction from the Grants Officer has been provided documenting the Director, OSBP approval prior to any reimbursement above the $1M limit.

F. No fee may be reimbursed to the mentor firm for services provided to the protege firm pursuant to Section 3- Participant Reimbursement Paragraph 4 or for business development expenses incurred by the mentor firm under a contract awarded to the mentor firm while participating in a joint venture with the protege firm.

4. Facility Clearance

The Intermediary shall be eligible to possess and maintain a TOP SECRET facility clearance (FCL) from the Defense Counterintelligence and Security Agency (DCSA) at time of award and shall maintain the required FCL through the life of this agreement. The DD Form 254 (DoD Contract Security Classification Specification) will be completed within the National Industrial Security Program (NISP) Contracts Classification System (NCCS) at agreement award. The DD Form 254 will be housed within the NCCS through the life of the agreement (https://tesseract.cloud.dcsa.mil/nccs/). The Intermediary will be required to be registered within NCCS to gain access to the DD Form 254. Information on the NCCS registration process can be found at: https://www.dcsa.mil/Systems-Applications/NISP-Contracts-Classification-System-NCCS/.

5. Client surveys

You must have a process in place to frequently survey MPP participants' satisfaction with the assistance you provide as the intermediary.

6. Success Stories

You must seek and maintain success stories attesting to the assistance provided to MPP participants during the period of performance specified in this award and you must make these stories available upon request. A success story is one that demonstrates a direct effort of the Intermediary that generated a significant event.

Each success story should include the following, as applicable:

1. Mentor and Protégé names or small business name;

2. Client addresses;

3. Client points of contact;

5. Narrative description of the agreement including the project's impact;

6. Narrative describing the Intermediary's contribution to the success story and the tangible results that resulted; and

7. Best practices of facilitation the transition of any projects to acquisition activities when applicable.

7. Reporting

The Intermediary must hold bi-weekly program status meetings which provide programmatic updates on the status of pending and active MPP agreements.

The Intermediary shall provide a quarterly progress report which will include the detailed progress on the programmatic updates on the status of pending and active MPP agreements, the performance of the established MPP agreements, obligation, and disbursement activity with subaward firms, and the detail into the Intermediary financial execution.

The quarterly progress reports shall include, but not be limited to status on the following:

a. Listing and status of MPP agreements pending execution
b. Status of established MPP agreements to include
    1. Performance information for established MPP agreements to include reported progress made by the protege in employment, revenues, and participation in DoD, Federal, and State contracts.
    2. Obligation and disbursement status for each established MPP agreement
c. Material and labor man-hour breakdown for all expenditures related to the intermediary execution.
d. Program Risk and Plans for risk mitigation

e. Plans for next reporting period

8. Naming, branding, acknowledgement of support and use of logos

Except for business cards, materials you produce for the public including but not limited to, event flyers, press releases, brochures, advertisements, training booklets, websites and social media accounts must acknowledge DoD support using the following statement: "This Mentor-Protégé Intermediary (or name of the intermediary agreement) is funded in part through a cooperative agreement with the Department of Defense." You must not alter the statement. You must not use any DoD logos, other than DOD Mentor-Protégé logo**.**

9. Award Type

This is a cost reimbursement type award. Advanced payments are available on a schedule agreed to by the parties in accordance with 2 CFR 200.305.

10. Award Modification

The only method by which the award may be modified is by a formal, written modification signed by the Grants Officer. No other communications, whether oral or in writing, are valid to change the terms and conditions of this award.

11. Cooperative Agreement

The dominant role and prime responsibility resides with you for the project as a whole. In addition to DoD's normal stewardship (i.e., site visits, program reviews, performance reporting, and financial reporting activities), OSD OSBP will have the following substantial involvement:

1. USG is responsible for the review and approval of MPP Agreements between mentor and protégé firms,

2. USG will regularly monitor and assess the Intermediary project subject to this Cooperative Agreement to ensure that the goals of the mission are achieved.

3. USG normal stewardship due diligence may include, but is not limited to, information on performance, ownership and organization, assets and operations, business/company management experience and strategy, processes and policies, business/company reputation and affiliations, litigation, regulatory, financial standings, upper management and key personnel's personal capitalization or ventures, business/company agreements, sales, transfers, partnerships, mergers, acquisitions, and takeovers, etc.

4. USG staff will provide technical input on the needs of the government related to the DoD Mentor-Protégé Program and the needs of the Government Industrial Base and Defense Industrial Base.

12. Maximum Obligation

The maximum obligation of the Government for support of this award will not exceed the award amount specified in the award cover pages, as modified. Awards will not be modified to provide additional funds for such purposes as reimbursement for unrecovered indirect costs resulting from the establishment of final negotiated rates or for increases in salaries, fringe benefits, changes in exchange rates, and other costs. You may rebudget allowable costs in accordance with applicable cost principles and in accordance with the prior approval requirements as stated in this award.

13. Payment Requests

1. You may submit requests for payment monthly, but must submit requests for payment at least once each quarter with a period ending date matching the financial and performance reports so that at least once each quarter the grant voucher, the SF425, and the MPP Quarterly Report align.

2. Each request for payment must include the approximate portion of the recipient's cost matching share of expenses listed on the award unless the Grants Officer has authorized the recipient to request reimbursement for the Federal share, prior to contributing the recipient share. In this case approximate is used to allow flexibility while expressing the expectation that recipients pay their share along with the Federal share as the period of performance progresses. The amount requested for payment each quarter should match the respective values reported in the SF425.

3. You must submit requests for payment using Wide Area Workflow (WAWF) accessible at https://wawf.eb.mil.
    1. The required voucher type selection is Grant Voucher.
    2. To ensure DFAS can process the payment, your voucher (invoice) number should not exceed 10 characters. (i.e. BVN0001, BVN0002, etc..)
    3. For the Contract Number Type, select Cooperative Agreement.
    4. For Contract Number, enter the Agreement Number listed in the award.
    5. For the Issue By DoDAAC enter the DoDAAC listed in the award, Issued by block.
    6. For the Admin by DoDAAC enter the DoDAAC listed in the award, Administered by block.
    7. For the Pay Official, enter the DoDAAC listed in the award, Payment will be made by block.

8. Use the Attachments tab to attach the SF425. Although you must maintain supporting documents to substantiate costs included in the voucher, in accordance with the DoD FMR Volume 10, Chapter 19, Section 190404, you need not submit them with your payment request.

The Prompt Payment Act does not apply; Interest should not accrue on late payments.

14. Closeout Requirements

a. In order to close this award, you must submit the following documents within 90 calendar days of the end of the period of performance:

(1) Final SF425, "Federal Financial Report." Submit to: ACC-APG Grants Officer named on the award

(2) Final Technical Report. Submit to: MPP Program Manager

(3) Property Acquired with Award Funds, if applicable. (Reference DoDGARs 34.20-24.)

(a) You must provide a cumulative listing of nonexpendable personal property acquired with award funds, if applicable. You may submit this on your organization's letterhead. Submit to: ACC-APG Grants Officer named on the award

(b) You must submit a statement that: (i) there is, or is not, a residual inventory of unused supplies exceeding $5,000 in total aggregate value; and (ii) if there is, state whether or not the unused items will be needed on other Federally sponsored projects or programs. You may submit this on your organization's letterhead. Submit to ACC-APG Grants Officer named on the award

b. In the event a final audit has not been performed prior to the closing of this award, the Federal Government retains the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

c. You must promptly refund any unspent balances of funds the DoD Component has advanced or paid that is not authorized to be retained by you. Make check payable to the U.S. Treasury.

15. Assignment

Recipient shall not engage in any sale, transfer, merger or acquisition that would require novation in accordance with FAR 42.1204(a) without the prior written consent of the Grants Officer, which shall not be unreasonably withheld. Once the transfer is complete, novation shall be governed by FAR 42.1204, which is hereby incorporated by reference. Recipient may engage in a sale, transfer, merger or acquisition that does not require a novation in accordance with FAR 42.1204(b) without the written consent of the Government, provided that the Recipient provides a written agreement evidencing the assignee's intent to continue work within the Agreement Scope and obligate itself to the terms and conditions of this Agreement; such instances must still be reported to the Grants Officer for his or her awareness of such occurrences, and the details of the occurrence and such occurrences should be considered in the context of the Recipient's responsibilities under Section 16 below.

16. Supporting Information

Information such as consultant agreements, vendor quotes, and service agreements may be required in order to support proposed costs. Our receipt of this information does not constitute approval or acceptance of any term or condition included therein. For the purpose of clarity, all subcontractors or other arrangements included in the Recipient's proposal and/or the final approved budget do not require additional approval to commence performance. This additional information is required if the cost exceeds $750,000.00 and has not been provided otherwise. Should the US Government have any concerns, said concerns will be communicated within 10 days of receipt.

The Government's due diligence review and continuous monitoring may include but not be limited to information on performance, ownership and organization, assets and operations, business/company management experience and strategy, processes and policies, business/company reputation and affiliations, litigation, regulatory, financial standings, upper management and key personnel's personal capitalization or ventures, business/company agreements, sales, transfers, partnerships, mergers, acquisitions, or takeovers etc. Based on these reviews, additional supporting information may be required from the Recipient.