



## Memorandum of Understanding

This memorandum of understanding is between the Mentor and the Protégé participating in the District 11 Mentor-Protégé Program, also known as Calmentor.

<b>Mentor Firm Name:</b>		
<b>Address:</b>		
<b>City/Zip</b>		
<b>Contact Person 1 (Name/Tel/E-mail)</b>		
<b>Contact Person 2 (Name/Tel/E-mail)</b>		
<b>Business Focus:</b>		1. 2.

<b>Protégé Firm Name:</b>		
<b>Address:</b>		
<b>City/Zip</b>		
<b>Contact Person 1 (Name/Tel/E-mail)</b>		
<b>Contact Person 2 (Name/Tel/E-mail)</b>		
<b>Business Focus:</b>		1. 2.

### A. Preamble

As a participant in the Calmentor Program, we shall use our ability in an atmosphere of enthusiasm and mutual professionalism, in a manner that is beneficial and effective for all parties, which meets the stated mission, goals and objectives of the program, and provides maximum benefit to the community. The Calmentor Program is a mentoring program not intended to obligate the mentor to provide work to the protégé, but rather to engage in information-sharing and learning about business practices, marketing techniques, and other areas as detailed in the Memorandum of Understanding. The Calmentor Program is consistent with the Governor’s Executive Order No. S-11-06 on Small Business participation in State procurement and contracting processes.

### B. Relationships

The relationships among mentors, protégés and the Steering Committee are all voluntary.

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Participating parties will foster open, candid and timely communications for mutual benefit.

### C. Commitments

The mentor should provide an adequate amount of time and commitment from key staff. The protégé should be fully engaged in the pairing and proactive in its communication with the mentor. Calmentor Steering Committee Members are committed to coordinating, facilitating and evaluating the program. Each will act with a sense of urgency and mutual respect for each other's time.

### D. Duties

#### 1. Mentor:

- a. Work with the protégé to develop the MOU, including focus areas for the mentoring
- b. Schedule and attend meetings
- c. Review protégé's materials (business plan, accounting procedures, action plan, etc.)
- d. Review protégé's key indicators (cash flow, bonding, marketing materials, projects, etc.)
- e. Recommend areas for improvement
- f. Follow-up on mutual agreements for action
- g. Work to ensure successful accomplishment of the program set out in the MOU

#### 2. Protégé:

- a. Work with the mentor to develop the MOU, including focus areas for the mentoring
- b. Schedule and attend meetings; Prepare agendas and meeting summaries with the assistance of the Mentor
- c. Define and assess its needs
- d. Present complete and up-to-date information (business plan, cash flow, bookkeeping, bonding, marketing materials, etc.)
- e. Request assistance as necessary
- f. Follow-up on mutual agreements for action
- g. Work to ensure successful accomplishment of the program set out in the MOU

#### 3. Calmentor Steering Committee

- a. Provide oversight of the Calmentor program
- b. Assign mentor-protégé pairings
- c. Review and approve mentor-protégé MOUs
- d. Facilitate support services, including attending mentor-protégé meetings, as needed
- e. Identify networking and other program related events throughout the program cycle
- f. Hold regular committee meetings
- g. Receive and compile Progress Reports

### E. Assessment of the Protégé Needs

The Protégé requires assistance in the following areas: *(Identify each area of development assistance needed by the Protégé. Assessment should reflect the specific needs of the Protégé. Refer to Attachment A for examples, and list a minimum of three needs.)*

- a. The Protégé needs...
- b. The Protégé needs...

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- c. The Protégé needs...

## **F. Assistance to be provided Protégé by Mentor**

Mentor agrees to assist the Protégé to fully develop the assessed needs as described in paragraph E above by providing the specific assistance listed below.

*(Mentor must describe a minimum of three items, in detail, regarding how it will assist the Protégé with its assessed needs. See Attachment A for examples.)*

- a. The Mentor will...
- b. The Mentor will...
- c. The Mentor will...

## **G. Confidential and Non-Disclosure**

*(Mentor and Protégé may include a clause similar to the following at their discretion)*

In carrying out the terms of this MOU, it may be necessary for the parties to provide proprietary data of information to one another. To the extent that such data or information so identified in writing by the disclosing party at time of the exchange, the receiving party agrees to hold such proprietary information in the strictest confidence for a period of three (3) years from the date of this MOU, and further agrees that, within that period of time, it will not use any such proprietary data or information, except in connection with this Mentor-Protégé MOU, and will not disclose any such proprietary data or information to any third party, unless authorized in writing by the disclosing party.

The provisions of this paragraph shall not apply to data or information: (i) was in the public domain at the time it was disclosed; or (ii) is disclosed pursuant to the order of a court of competent jurisdiction; or (iii) becomes part of the public domain without breach of this MOU; or (iv) is disclosed with the written approval of the disclosing party; or (v) is disclosed after three (3) years from receipt of the information; or (vi) was independently developed by the receiving party; or (vii) is or was disclosed by the disclosing party to a third party without restriction.

The standard of care imposed on the receiving party for such proprietary data or information will consist of at least the same level of effort the receiving party employs to avoid unauthorized use, disclosure or dissemination of its own proprietary matters of similar value and sensitivity. The receiving party shall not be liable for the inadvertent or accidental disclosure of proprietary information, if such disclosure occurs despite the exercise of the same degree of care as such party normally takes to preserve its own proprietary data or information.

## **H. Non-Recruitment- Non-Aggression (Optional)**

*Mentor & Protégé may include a paragraph here. Note however, that the California Business and Professional Code § 16600 states that any agreement that restrains an individual from working is unenforceable as a matter of law. While California courts will protect an employer against unfair competition and misappropriation of trade secrets, they will not enforce a restrictive covenant preventing an employee's right to work.*

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## I. Preparation of Mentor- Protégé Progress Reports

The Mentor and Protégé shall use their reasonable and best efforts in completing the required progress reports. See Attachment B for a teaming schedule / scorecard. Please note that scoring of pairs for certificates and awards (given out at the time of graduation from the program) includes consideration of the number of progress reports completed.

## J. Performance Measures

- a. Protégé will demonstrate continuous improvement from month to month in metrics relevant to the mentoring program; for example, improved financial results, increased win rate on pursuits, etc.
- b. Protégé will show development of core competences.
- c. Mentor and protégé will accomplish the program set forth in this MOU.

## K. Term and Termination of the MOU

Mentor agrees to provide the assistance identified in paragraph F to the Protégé for the full program cycle. Continuation of the MOU is contingent upon Calmentor Steering Committee review of the progress reports, as part of its regular review of the program.

This MOU may be terminated as follows:

- a. Voluntary Termination by the Mentor. The Mentor may voluntarily terminate this MOU if the Mentor no longer wishes to participate in the Program as a Mentor to a Protégé. The Mentor shall notify the Protégé and Calmentor Chair in writing at least 30 days prior to the termination date.
- b. Voluntary Termination by the Protégé. The Protégé may voluntarily terminate this MOU if the Protégé no longer wishes to participate in the Program as a Protégé to a Mentor. The protégé shall notify the Mentor and Calmentor Chair in writing at least 30 days prior to the termination dates.
- c. Termination by the Calmentor Steering Committee. This committee may decide not to approve continuation of the MOU if it finds that either the Mentor or the Protégé has not met the commitments set forth in this MOU or that the assistance has not resulted in any material benefit or developmental gains to the Protégé.

## L. Effective Date

This MOU is effective upon approval by the Calmentor Steering Committee for the program cycle.

## M. Approval:

Each undersigned below certifies that he or she has fully read and agrees to adhere to the terms and conditions of, the above Memorandum of Understanding and its attachments.

**Mentor:**

**Protégé:**

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Reviewed & Approved by:  
Signature:  
Date:

Reviewed & Approved by:  
Signature:  
Date:

**Calmentor Chairperson or Designee**

Reviewed & Approved by:  
Signature:  
Date:

## Attachment A

### Sample MOU Topics for the Calmentor Program

- Business practices/Development
  - Marketing
    - Website development
    - Networking best practices
    - Which professional societies and government programs to join
    - Promotional materials
    - Marketing plan outline
  - Market placement strategies
    - WHO are your customers? Which agencies?
      - What are their needs?
    - What services do you provide
    - Who are the major players in the industry?
    - Potential alliances/competitors
  - Billing rates/Overhead determination
  - How to allocate the Company's time and resources to which priorities
    - President's
    - Organization
    - Other staff
  - Strategic planning/Expansion plan
    - Where to expand and reduce focus
    - Current focus
    - Future focus
  - Internal quality control advice
  - What changes should be made to survive in a tough economy
- Technical assistance (usually for firms in similar industries)
- Human resource management
- Financial management
- Public works sector

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- Government sources for procurement assistance
- Procurement websites
- Small Business Program and contacts
- The customer's regulations/procedures
- Go/No Go Process
  - When/How to decide if it is a good idea to bid on proposals
- When/How to know your limits
- Teaming strategies
  
- The entire proposal process
  - Proposal development
    - Ask the mentor to look through a proposal and comment on it
    - Project budgeting
      - Programs/Spreadsheets
    - Project monitoring
      - Keeping projects on track
  - Interview
    - Best practices, "Do's and Don'ts"
    - The presentation: PowerPoint and/or the question and answers portion
  - A sample Request for Qualifications (RFQ) response
  - Evaluation criteria
- DBE, DVBE, SB
  - Definition, requirements, when it appears on contracts
- Where can small businesses find smaller projects that they can work on
  - Utilization strategies
  - Are there any incentives from government agencies for primes to use such businesses

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# Attachment B

## Teaming Schedule/Scorecard

	<u>Mentor</u>	<u>Protégé</u>
Pairing Confirmed (Due: 10/19)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
MOU Signed (Due: 11/19)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Relationship Kickoff Meeting (Due: 12/19)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Progress Report 1 (Due: 4/20)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Progress Report 2 (Due: 8/20)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Progress Report 3 (Due: 12/20)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

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