



Memorandum of Understanding

This memorandum of understanding is between the Mentor and the Protégé participating in the Caltrans North Region Calmentor Program.

MENTOR

Firm Name:

Address:

City/Zip:

Contact Person 1

(Name/Phone/E-mail)

Contact Person 2

(Name/Phone/E-mail)

Business Focus: 1.
 2.

PROTÉGÉ

Firm Name:

Address:

City/Zip:

Contact Person 1

(Name/Phone/E-mail)

Contact Person 2

(Name/Phone/E-mail)

Business Focus: 1.
 2.

A. Preamble

As participants 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 provide maximum benefit to the community. 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 North Region Calmentor Steering Committee are voluntary. Participating parties will foster open, candid, and timely communications for mutual business benefit.

C. Commitments

The mentor is committed to providing an adequate amount of time, providing guidance, knowledge, and assistance to the protégé firm to support achieving business development milestones and goals contained within the MOU. The protégé is committed to participating in the mentoring relationship with the mentor firm and actively engaging the mentor. Calmentor North Region Steering Committee Members are committed to coordinating, facilitating, and evaluating mentoring relationships under the program. Each will act with a sense of urgency and mutual respect for each other's time.

D. Duties

The following are duties of the mentor, protégé and Caltrans North Region Calmentor Program Steering Committee under this MOU:

1. Mentor:

- a. Assign a point of contact/mentor to the protégé.
- b. Attend quarterly MOU progress meetings with the protégé.
- c. Review current protégé's business practices, procedures, and plans (e.g. business plan and accounting procedures).
- d. Attend Calmentor program quarterly meetings with protégé to facilitate new business contacts for protégé.
- e. Review protégé's key business indicators (e.g. cash flow, bonding, bids, and projects).
- f. Recommend areas for improvement that will support protégé future business growth.
- g. Provide mentoring and guidance to protégé.
- h. Review, approve, and submit quarterly MOU and graduation progress reports to the Caltrans North Region Calmentor Program Steering Committee.
- i. Notify the Caltrans North Region Calmentor Program Steering Committee when sufficient progress cannot be made toward MOU goals.
- j. Perform other mutually agreed upon activities with protégé.

2. Protégé:

- a. Assign a point of contact for the mentor.
- b. Attend quarterly MOU progress meetings with the mentor.
- c. Provide current firm business practices, procedures, and plans for mentor's review.
- d. Attend Caltrans North Region Calmentor program quarterly meetings with mentor to facilitate new business contacts.
- e. Provide information to mentor on protégé's key business indicators (e.g. cash flow, bonding, bids, and projects).
- f. Define and assess its business development needs.
- g. Prepare and submit quarterly MOU and graduation progress reports to mentor.
- h. Notify the Caltrans North Region Calmentor Program Steering Committee when sufficient progress cannot be made toward MOU goals.

- i. Request mentoring and guidance as necessary.
- j. Perform other mutually agreed upon activities with mentor.

3. Calmentor Steering Committee:

- a. Approve the MOU.
- b. Provide oversight.
- c. Provide guidance on Calmentor Program requirements.
- d. Receive and compile Progress Reports.

E. Assessment of the protégé Needs

Identify each area of business development assistance needed by the protégé. Assessment should reflect the specific needs of the Protégé.

The protégé requires assistance in the following areas:

- a. Management and technical assistance:

- b. Financial assistance:

- c. Business development assistance:

- d. General Assistance:

F. Assistance to be provided to protégé by mentor

The mentor agrees to assist the protégé to fully develop the assessed needs as described in paragraph E above. **(Mentor must describe, in detail, how it will provide the assessed needs of the protégé).**

- a. Management and technical assistance. *The mentor will...*

- b. Financial assistance. *The mentor will...*

- c. Business development assistance. *The mentor will...*

- d. General assistance. *The mentor will...*

G. MOU Goals

Identify Specific, Measurable, Attainable, Relevant, and Timely (SMART) goals. The goals developed between the Mentor and Protégé will be defined as follows:

Standard Smart Goals that MUST be included:

1. Complete all SF330 Documents
2. Integrate FAR compliant accounting practices
3. Obtain DGS SBE Certification, if applicable
4. Gain 3 new contacts

Additional MOU Goals:

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2. S
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3. S
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4. S
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H. Confidential and Non-Disclosure (OPTIONAL)

(Mentor and protégé may choose to 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 or information to one another. To the extent that such data or information is so identified in writing by the disclosing party at the 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 the above paragraph shall not apply to data or information that: (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.

I. 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.

J. Preparation of Mentor- Protégé Quarterly and Annual Reports

The mentor and protégé shall prepare and submit quarterly progress reports for the duration of the MOU. Prior to graduation, the mentor and protégé shall provide a summary report on accomplishments.

K. Performance Measures

- a. Protégé will demonstrate continuous improvement from quarter-to-quarter and year-to-year in their capital, capacity, and other key indicators.
- b. Protégé will graduate from the program in one year.
- c. Protégé will achieve MOU goals.
- d. Protégé will achieve Calmentor Program development milestones (described in paragraph L below).
- e. Protégé will show development of core competences.

L. Term and Termination of the MOU

Mentor agrees to provide the assistance identified in paragraph F to the protégé for at least one year. Continuation of the MOU is contingent upon Calmentor North Region Steering Committee review of the progress reports, as part of its annual review of the program.

A protégé is granted graduate status after the completion of a one year MOU term, if MOU goals and the following developmental milestones are completed:

1. Successfully prepare all necessary SF330 documents.
2. Successfully implement accounting practices that are compliant with Federal Accounting regulations.
3. Successfully attain Small Business Certification, if appropriate.
4. Successfully foster three new business contacts.

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 the mentor has not provide the assistance set forth in this MOU or that the assistance has not resulted in any material benefit or developmental gains to the protégé.

M. Effective Date

This MOU is effective upon approval by the Calmentor Steering Committee for a period of one year. This MOU is renewable in 6 month options.

N. Approval:

Each undersigned certifies that he or she has fully read, and adheres to the terms and conditions of this Memorandum of Understanding and its attachment.

Mentor:

Reviewed & Approved by:

Signature:

Date:

Protégé:

Reviewed & Approved by:

Signature:

Date:

Calmentor Chairperson or Designee:

Reviewed & Approved by:

Signature:

Date:

**Return
Application to:
North Region
Calmentor**

Email: Calmentor.NorthRegion@dot.ca.gov