Memorandum of Understanding

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

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

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

A. Preamble

As 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 provide maximum benefit to the community. The Calmentor Program is a mentoring program not intended to obligate the mentor to provide work to the protégé. 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 Calmentor Steering Committee are all 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. The protégé is committed to keeping the mentor fully informed. Calmentor Steering Committee Members are committed to coordinating and 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. Schedule and attend meetings; Prepare agendas and meeting summaries with the assistance of the Protégé
b. Review protégés materials (business plan, accounting procedures, action plan, etc.)
c. Review protégés key indicators (cash flow, bonding, bids, projects, etc)
d. Recommend areas for improvement
e. Follow-up on mutual agreements for action

2. Protégé:

a. Attend meetings
b. Define and assess its needs
c. Present complete and up-to-date information (business plan, cash flow, bookkeeping, bonding, bids, work in progress, etc.)
d. Request assistance as necessary
e. Follow-up on mutual agreements for action

3. Calmentor Steering Committee

a. Provide oversight
b. Facilitate support services
c. Identify contracting opportunities
d. Run Committee Meetings
e. Receive and compile Progress Reports
f. Approve the MOU

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. List a minimum of three needs).*

a. Management and technical assistance:
b. Financial assistance:
c. Business development assistance:
d. General Assistance:

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

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. 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.

I. Preparation of Mentor- Protégé Progress Reports

The Mentor and Protégé shall use its reasonable and best efforts in completing the required progress reports. See Attachment B for a teaming schedule / scorecard.

J. 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 transition from the program in one to three years.
c. Protégé will show development of core competences.

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 voluntary 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.

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 fully read, and adheres to the terms and conditions of, the above 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:

--- Upon completion, please file this document with ---
Erik Ocampo Caltrans District 11 at 4050 Taylor Street, San Diego, CA 92110, email: Erik.Ocampo@dot.ca.gov

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
  - 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

Attachment B

Teaming Schedule/Scorecard

	Mentor	**Protégé**
Pairing Confirmed (Due: 10/15)	☐ Yes ☐ No	☐ Yes ☐ No
MOU Signed (Due: 11/15)	☐ Yes ☐ No	☐ Yes ☐ No
Relationship Kickoff Meeting (Due: 12/15)	☐ Yes ☐ No	☐ Yes ☐ No
Progress Report 1 (Due: 4/16)	☐ Yes ☐ No	☐ Yes ☐ No
Progress Report 2 (Due: 8/16)	☐ Yes ☐ No	☐ Yes ☐ No
Progress Report 3 (Due: 12/16)	☐ Yes ☐ No	☐ Yes ☐ No

--- Upon completion, please file this document with ---

Erik Ocampo Caltrans District 11 at 4050 Taylor Street, San Diego, CA 92110, email: Erik.Ocampo@dot.ca.gov