Calmentor

Program, North Region

Memorandum of Understanding

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

Mentor Name:

Address:

City: Zip Code:

Contact Person 1:

Name Telephone : E-mail:

Contact Person 2:

Name Telephone : E-mail:

Business Focus: 1.

2.

Protégé Name:

Address:

City: Zip Code:

Contact Person 1:

Name: Telephone: E-mail:

Contact Person 2:

Name: Telephone : 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 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. The Protégé is committed to keeping the Mentor fully informed. 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. Attend meetings
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

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 business development assistance needed by the Protégé. Assessment should reflect the specific needs of the Protégé).*

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

F. Assistance to be provided 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. 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 of information to one another. To the extent that such data or information so identified in writing by the disclosing party a 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: (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 Quarterly and Annual Reports

The Mentor and Protégé shall use its reasonable and best efforts in completing the required progress reports.

J. Performance Measures

a. Protege will demonstrate ocntinuous improvement from quarter-to quarter and year-to-year in their capital, capacity and other key indicators.
b. Protege will transition from the program in one to three years.
c. Protege 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 at least one year. Continuation of the MOU is contingent upon Calmentor Steering Committee review of the progress reports, as part of its annual 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 long wishes to participate in the Program as a Mentor to a Protege. The Mentor shall notify the Protege and Calmentor Chair in writing at least 30 days prior to the termination date.

b. Voluntary Termination by the Protege. The Protege may voluntarily terminate this MOU if the Protege no longer wishes to participate in the Program as a Protege to a Mentor. The protege 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 committe may decide not to approve continuation of the MOU if it finds that the Mentor has not provided the assistance set forth in this MOU or that the assistance has not resulted in any material benefit or developmental gains to the Protege.

L. Effective Date

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

M. Approval:

Each undersigned certifies that he or she 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:
Chuck Laughlin, Caltrans
North Region Consultant Services Unit (PPM)
P.O. Box 911, Marysville, CA 95901
Email: chuck_laughlin@dot.ca.gov