Memorandum of Understanding

This memorandum of understanding is between the Mentor and the Protégé participating in the Caltrans District 4 Calmentor Program.

Mentor Firm Name:	
Address:	
City/Zip	
Contact Person 1 (Name/Phone/Email)	
Contact Person 2 (Name/Phone/Email)	
Business Focus:	1. 2.
Protégé Firm Name:	
Address:	
City/Zip	
Contact Person 1 (Name/Phone/Email)	
Contact Person 2 (Name/Phone/Email)	
Business Focus:	1. 2.

A. Preamble

As participant in the District 4 Calmentor Program, we shall use our ability in an atmosphere of enthusiasm and mutual professionalism to strengthen A&E as it relates to the transportation industry 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 District 4 Calmentor Program is consistent with the Governor's Executive Order No. S-11-06 on Small Business participation in State procurement and contracting processes to meet or exceed the 25 % small business participation goal.

B. Relationships

The relationships among Mentors, Protégés and the Caltrans District 4 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, 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 firm. Caltrans District 4 Calmentor 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 District 4 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 business practices, procedures, and plans (e.g. business plan and accounting procedures);
   d. Attend Caltrans District 4 Jt. Professional Liaison – Calmentor Program Quarterly Meetings with Protégé to facilitate new business contacts for protégé firm;
   e. Review protégé firm key business indicators (e.g. cash flow, bonding, bids, and projects);
   f. Recommend areas for improvement that will support future Protégé business growth;
   g. Provide mentoring and guidance to Protégé;
   h. Review, approve, and submit quarterly MOU and graduation progress reports to the Caltrans District 4 Calmentor Program Steering Committee (see Attachment A for Caltrans District 4 Calmentor Program Progress Report template);
   i. Notify the Caltrans District 4 Calmentor Program Steering Committee when sufficient progress cannot be made toward MOU goals;
   j. Perform other mutually agreed upon activities with Protégé.

D. Duties Continued from Page 2

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 (e.g. business plan and accounting procedures);
d. Attend Caltrans District 4 Jt. Professional Liaison – Calmentor Program Quarterly Meetings with Mentor to facilitate new business contacts for Protégé;
e. Provide information to Mentor on Protege's key business indicators (e.g. cash flow, bonding, bids, and projects);
f. Define and assess its business development needs;
g. Request mentoring and guidance as necessary;
h. Prepare and submit quarterly MOU and graduation progress reports to Mentor (see Attachment A for Caltrans District 4 Calmentor Program Progress Report template);
i. Notify the Caltrans District 4 Calmentor Program Steering Committee when sufficient progress cannot be made toward MOU goals;
j. Perform other mutually agreed upon activities with Mentor.

3. Caltrans District 4 Calmentor Steering Committee

a. Approve the MOU;
b. Provide oversight;
c. Provide guidance on Calmentor Program requirements;
d. Provide business networking opportunities during Caltrans District 4 Jt. Professional Liaison – Calmentor Program Quarterly Meetings;
e. Receive and report progress to Caltrans District 4 using data and information contained within MOU quarterly reports submitted by mentor firms.

E. Assessment of the Protégé Needs

The Protégé requires assistance in the following areas:

1. Management and technical assistance: The Protégé needs…
2. Financial assistance: The Protégé needs…
3. Business development assistance: The Protégé needs…
4. General assistance: 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.

1. Management and technical assistance. The Mentor will…
2. Financial assistance. The Mentor will…
3. Business development assistance. The Mentor will…
4. General assistance. The Mentor will…

G. Confidential and Non-Disclosure

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 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 a 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

To be added as needed.

I. Preparation of Mentor- Protégé Quarterly and Graduation Summary 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.

J. Performance Measures

The following are the Caltrans District 4 Calmentor Program performance measures governing this MOU:

1. Protégé will demonstrate continuous improvement from quarter-to-quarter and year-to-year in their capital, capacity and other key indicators.
2. Protégé will graduate from the program in one year.
3. Protégé will show development of core competences.
4. Protégé will achieve MOU goals.
5. Protégé will achieve Calmentor Program development milestones (described in paragraph K below).

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 Caltrans District 4 Calmentor 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 and goals and completion of the following developmental milestones at the completion of their term:

1. Successfully prepare all necessary SF330 Documents for the Protégé firm;
2. Successfully implement accounting practices that are compliant with Federal Accounting Regulations;
3. Successfully attain Small Business Certification, if appropriate; and
4. Successfully foster three new business contacts.

Should a Protégé not attain these milestones at the end of the term, a Mentor and Protégé may submit a request to extend the MOU the Steering Committee for consideration for up to two additional three-month extensions from the date of approval.

This MOU may be terminated as follows:

1. 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 District 4 Calmentor Program Steering Committee Chair in writing at least 30 days prior to the proposed termination date.

2. 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 District 4 Calmentor Program Steering Committee Chair in writing at least 30 days prior to the proposed termination date.

3. Termination by the District 4 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 or that the Protégé is not actively fulfilling its obligations under this MOU.

L. Effective Date

This MOU is effective upon approval by the D-4 Calmentor Steering Committee for a period of one year. This MOU is renewable for up to two, three-month extensions subject to the approval by the D-4 Calmentor Steering Committee.

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 Name:	**Protégé Name:**
Reviewed & Approved by (Print Name):	**Reviewed & Approved by (Print Name):**
Signature:	**Signature:**
Date:	**Date:**
D-4 Calmentor Steering Committee Chairperson or Designee	
Reviewed & Approved by (Print Name):	
Signature	
Date:	

** Upon completion, please send a signed and completed electronic copy to:

Karen Strickland, Caltrans District 4 Calmentor Program Facilitator
c/o Golden Bear Associates

karen.strickland@sbcglobal.net

ATTACHMENT A

Caltrans District 4 Calmentor Program Quarterly Progress Report

MOU Template

Caltrans District 4 Calmentor
Program Quarterly Assessment Report
Due on April 15 (Q1), July 15 (Q2), and October 15 (Q3), and January 15 (Q4)

Protégé Firm Name:
Mentor Firm Name:
Reporting Period (check one):
☐ Q1 January -March ☐ Q2 April-June ☐ Q3 July-September ☐ Q4 October-December

Part I (to be completed by Protégé and submitted to Mentor for approval)

Brief Description of Progress Made on MOU Goals this Quarter:

Goal #1:

Goal #2:

Goal #3:

Calmentor Program Development Milestones Achieved this Quarter:

☐	Successfully prepared all necessary SF330 Documents
☐	Successfully implemented accounting practices that are compliant with Federal Accounting Regulations
☐	Successfully attained Small Business Certification (as appropriate)
☐	Successfully fostered three new business contacts

Part II (to be completed by Mentor)

Expected graduation date for Protégé: _____

Submitted by:
_____ Date: _____
For Protégé

Approval by:
_____ Date: _____
For Mentor

Please scan and email approved/signed report to Karen Strickland, Caltrans D4 Calmentor Program Facilitator, at karen.strickland@sbcglobal.net. Thank you!