



Memorandum of Understanding

This memorandum of understanding is between the below listed Mentor and the Protégée participating in the Caltrans Central Region Mentor-Protégé Program, also known as Calmentor.

Mentor:		
Address:		
City/Zip:		
Contact Person:		
Phone Numbers:	Work:	Mobile:
Email Address:		
Contact Person 2:		
Phone/E-mail:		
Business Focus:	1. 2.	

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

A. Preamble

As participant in the Central Region Calmentor Program, we shall use our ability in an atmosphere of enthusiasm and mutual professionalism, to strengthen the 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 Central Region Calmentor Program is consistent with the Governor's Executive Order No. S-11-06 on Small Business participation in the State of California procurement and contracting processes to meet or exceed the 25% small business participation goal.

B. Relationships

The relationships among mentors, protégés and Caltrans Central Region 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. Caltrans Central Region 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. Attend meetings
- b. Review protégés materials (i.e. business plan, accounting procedures, action plan, etc.)
- c. Review protégés key indicators (i.e. 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 (i.e. business plan, cash flow, bookkeeping, bonding, bids, work in progress, etc.)
- d. Request assistance as necessary

3. Caltrans Central Region Calmentor Steering Committee

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

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 Protégé by Mentor

Mentor agrees to assist the Protégé to fully develop the assessed needs as described in paragraph E above.

- 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

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 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 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-Recrutement - Non-Agression

Mentor & Protégé may include a paragraph here. Note however, that the California Business and Professions 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 attached quarterly progress report. Four consecutive quarterly reports shall constitute an annual report (See attachment A).

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 at least one year. Continuation of the MOU is contingent upon Caltrans Central Region 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.

Protégés are expected to achieve the following development milestones at the completion of their term:

- Successfully prepare all necessary SF330 Documents for your respective firm
- Successfully implement accounting practices that are compliant with the Federal Accounting Regulations
- Successfully attain Small Business Certification if appropriate
- Successfully foster three new business contacts

Should a protégé not attain these milestones at the end of the term, a protégé may submit a request to the Steering Committee for consideration.

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 Central Region Calmentor Secretary 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 Central Region Calmentor Secretary in writing at least 30 days prior to the termination dates.
- c. Termination by the Central Region Calmentor Steering Committee. This committee 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 Protégé or that the Protégé is not actively fulfilling its own obligation under this MOU.

L. Effective Date

This MOU is effective upon approval by the Central Region Calmentor Steering Committee for a period of one year. This MOU is renewable in one-year options while the Protégé is a certified SBE, DBE or DVBE and provided the Central Region Calmentor Steering Committee approves the continuations of the relationship consistent with the outcome of the MOU/program review.

CENTRAL REGION CALMENTOR SAMPLE MOU

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:	Protégé:
Reviewed & Approved by:	Reviewed & Approved by:
Signature:	Signature:
Date:	Date:

Central Region Calmentor Chairperson or Designee
Reviewed & Approved by:
Signature
Date:

** Upon completion, please file this MOU with the Caltrans Contract Manager

Central Region Calmentor Program Quarterly Assessment Report

Mentor:
Protégé:
MOU Date:
Quarterly Assessment Date:

This program at this point contributed to my firm's success by:

I would change:

On a scale from 1 to 5, rate your group on the following items.

	1 = Strongly Disagree	2 = Disagree	3 = Agree	4 = Strongly Agree	5 = Couldn't agree more!
All members contributed equally to the project.	1	2	3	4	5
Our team worked well together.	1	2	3	4	5
Disagreements were settled quickly and politely.	1	2	3	4	5
Our team met deadlines, objectives, and did not procrastinate.	1	2	3	4	5
I felt encouraged by all members who worked on the project.	1	2	3	4	5
I would like to work with this firm again.	1	2	3	4	5