



Calmentor

Memorandum of Understanding

Caltrans Districts 7, 8 & 12 – Southern California Alliance Calmentor

This Memorandum of Understanding (MOU) is between the herein mentioned Mentor and the Protégé participating in the Southern California Alliance Calmentor program.

Mentor firm			Date
Contact Person 1			
Phone Numbers	Direct	Office	
Email			
Street Address			
City, State, and Zip Code			
Contact Person 2			
Phone and Email			
Business Focus	1.		
	2.		

Protégé firm			Date
Contact Person 1			
Phone Numbers	Direct	Office	
Email			
Street Address			
City, State, and Zip Code			
Contact Person 2			
Phone and Email			
Business Focus	1.		
	2.		

A. Preamble

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. 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.

B. Relationships

The relationships among mentors, protégés and Caltrans Districts 7, 8 & 12 Calmentor Steering Committee are all voluntary. Participating parties will foster open, candid, and timely communications for mutual business benefit.

C. Commitment

The Mentor is committed to help the Protégé achieve the agreed upon goals. The Protégé is committed to keeping the Mentor fully informed on progress towards the agreed upon goals. The Caltrans Southern California Alliance Calmentor Steering Committee is committed to coordinating, facilitating and evaluating the program. All parties will act with a sense of urgency and mutual respect for each other's time.

D. Responsibilities

1. Mentor:

- Attend meetings
- Review protégé's materials (business plan, accounting procedures, action plan, etc.)
- Review protégé's key indicators
- Recommend areas for improvement
- Follow-up on mutual agreements for action

2. Protégé:

- Attend meetings
- Define and assess needs
- Present complete and current information (e.g., business plan, work in progress, etc.)
- Request assistance as needed

3. Southern California Alliance Calmentor Steering Committee:

- Approve the MOU
- Provide oversight
- Facilitate support services
- Run Committee Meetings
- Receive and compile Status and Progress Reports
- Assist in the identification of contracting opportunities

E. Assessment of Protégé Needs

The Protégé requires assistance in the following areas below (*Identify each area of business development assistance needed by the Protégé. Assessment should reflect the needs of the protégé.*):

- Management and technical assistance
- Assistance with Financial Systems and Development
- Business Development assistance
- General assistance

F. Assistance to be provided to Protégé by Mentor

Mentor agrees to assist the Protégé to fully develop the assessed needs as described in paragraph E above. (*Mentor describes how it will provide the assessed needs of the protégé.*)

- Management and technical assistance. *The Mentor will...*
- Financial assistance. *The Mentor will...*
- Business development assistance. *The Mentor will...*
- 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:

1. MOU Goals for the Mentor:

- a)
- b)
- c)
- d)
- e)

2. MOU Goals for the Protégé:

- a)
- b)
- c)
- d)
- e)

3. MOU Goals for the Caltrans Southern California Alliance Calmentor Steering Committee:

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

H. Confidentiality and Non-Disclosure

(Mentor and Protégé may choose to include a similar clause 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. Each party agrees to hold such proprietary information in the strictest confidence for three years from the date of this MOU, and further agrees that, within three years of time, it will not use any such proprietary data or information, except in connection with this Mentor-Protégé MOU, and will not disclose said 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 that: (a) was in the public domain at the time it was disclosed; or (b) is disclosed pursuant to the order of a court of competent jurisdiction; or (c) becomes part of the public domain without breach of this MOU; or (d) is disclosed with the written approval of the disclosing party; or (e) is disclosed after three years from receipt of the information; or (f) was independently developed by the receiving party; or (g) 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

[Mentor and Protégé may include a paragraph here.] 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.

J. Preparation of Mentor-Protégé Quarterly and Annual Reports

The Mentor and Protégé shall use reasonable and best efforts to complete the quarterly survey distributed by SurveyMonkey®. A survey will be issued to each paired Mentor and Protégé by the Steering Committee on a quarterly basis which is to be completed and returned, within seven business days of receipt, for evaluation and guidance as needed. Four consecutive quarterly reports shall constitute an annual report.

K. Performance Measures

- Protégé should demonstrate continuous improvement in capital, capacity and other key indicators each quarter
- Protégé should show development of core competencies

L. Term and Termination of MOU

The Mentor agrees to provide assistance to the Protégé as identified in sections E and F of this MOU as part of its annual review program. Continuation of the MOU is contingent upon Caltrans Southern California Alliance Calmentor Steering Committee review of progress reports.

A Protégé is granted Graduate Status after successful completion of the stated MOU goals within the program cycle.

Protégés should be expected to achieve the following goals at the completion of their term:

- Successfully prepare all necessary SF330 Documents

- Successfully implement accounting practices that are compliant with Federal Accounting Regulations
- Successfully attain Small Business Certification if appropriate
- Successfully foster three new business contacts

Should a Protégé not attain the goals stated in the MOU at the end of a one-year period of time the Protégé may submit a request to the Steering Committee for an extension of the MOU with concurrence of the Mentor.

This MOU may be terminated as follows:

Voluntary Termination by the Mentor The Mentor may voluntarily terminate this MOU if the Mentor no longer wishes to participate in the Program. The Mentor shall notify the Protégé and Southern California Alliance Calmentor Steering Committee in writing at least 30 days prior to the termination date.

Voluntary Termination by the Protégé The Protégé may voluntarily terminate this MOU if the Protégé no longer wishes to participate in the Program. The Protégé shall notify the Mentor and Southern California Alliance Calmentor Steering Committee in writing at least 30 days prior to the termination date.

Termination by the Southern California Alliance Calmentor Steering Committee The 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 the assistance has not resulted in any material benefit or developmental gains to the Protégé or the Protégé is not actively fulfilling his/her obligation under this MOU.

M. Effective Date

This MOU is effective upon approval by Calmentor Steering Committee for the program cycle.

N. Approval

Each undersigned below certifies that he or she has fully read and agrees to adhere to the terms and conditions of this MOU and its attachment/s.

Mentor Firm:

Protégé Firm:

Reviewed and Approved by:

Reviewed and Approved by:

Signature:

Signature:

Date:

Date:

Calmentor Chairperson or Designee:

Reviewed and Approved by:

Signature:

Date:

Effective Date: Begin ___/___/___ End___/___/___

Please submit completed MOU to:

Email to: d7.ppm.consultant.services.unit@dot.ca.gov

Or mail to:

Department of Transportation
Division of Program & Project Management
Office of Consultant Services, MS-2
Attn: Terrie Parker or Catherine Zepeda
100 S Main Street
Los Angeles, CA 90012