

## **Memorandum of Understanding Construction Mentor Protégé Arrangement**

### **PURPOSE**

[Name of Mentor Company] Mentor and the [Name of Protégé Company] Protégé enter into this agreement in accordance with the Pennsylvania Department of Transportation's (PennDOT) Mentor Protégé Program Guide. The purpose of the program is for the development of the Commonwealth's DBE construction companies in the transportation industry by:

- Providing an avenue to connect experienced PennDOT contractors with new and growing DBE contractors to assist with building or expanding the DBE's experience in the industry, including assisting the DBE to move into areas of work in addition to their previous experience,
- Empowering prime contractors (DBE or Non-DBE) to transfer knowledge through the project development process on active projects to help DBE companies grow to become self-sufficient and long-term business partners, and;
- Addressing the disparity in participation in the DBE program to eradicate barriers to opportunities, as identified in PennDOT's 2018 Disparity Study.

### **UNDERSTANDING**

MENTOR and PROTÉGÉ submit this Memorandum of Understanding (MOU) to participate in PennDOT's Mentor Protégé Program for contractors in the transportation industry under the U.S. Department of Transportation's (USDOT) DBE Program regulations pursuant to 49 C.F.R. Part 26, Appendix D and §26.35 on <<insert project name, ECMS number>> (if applicable). The Parties mutually agree that;

1. The primary contacts for each participant are the undersigned parties to this MOU. Both parties agree to abide by the Commonwealth's requirements for program participation, including minimum levels of time and reporting. *The approved Protégé Readiness Assessment/Core Competency Questionnaire is attached to this document.*
2. Both parties acknowledge that they may become privy to certain confidential information and have entered into a nondisclosure agreement of their own choosing which is attached to this MOU.
3. Each party is an independent entity in the performance of this MOU, and nothing contained in this MOU or any work order shall be construed to create or constitute a joint venture, partnership, agency, franchise, lease, or any other arrangement other than as expressly granted in this Agreement. Each entity is responsible for its own operation.
4. The primary contacts for each participant are the undersigned parties to this MOU. Both parties agree to abide by the Commonwealth's requirements for program participation, including minimum levels of time and reporting. The approved Protégé Readiness Assessment/Core Competency Questionnaire and Mentor Applications are to be filed with DBE Supportive Services.

5. Each party has conducted any necessary due diligence in assessing this match prior to entering into an agreement.

**Statement of Commitment**

The purpose of this statement is to confirm a commitment between the Mentor and Protégé.

This agreement will remain in effect for the length of the ECMS agreement. Either party may terminate this agreement with written notice to the PennDOT Bureau of Equal Opportunity and to either the mentor or the protégé.

The Parties agree to use their best efforts to resolve any dispute arising from this Agreement. While PennDOT may become aware of such disputes, it accepts no role in, or responsibility for, mediating such disputes.

	MENTOR:	PROTÉGÉ:
Printed Names		
Titles		
Signatures		
Date		
Emails:		