

**Memorandum of Understanding
Consultant Mentor Protégé Arrangement**

PURPOSE

The [Name of Mentor Company] Mentor and the [Name of Protégé Company] Protégé enter into this agreement in accordance with the current guidelines of the Pennsylvania Department of Transportation's (PennDOT) Mentor Protégé Program. The purpose of the Program is to facilitate the development of the Commonwealth's professional service consultants in the transportation industry by:

- Providing an avenue to connect experienced PennDOT consultants with new and growing DBE consultants to assist with building or expanding the DBEs' experience in the industry, including assisting the DBEs to gain additional work experience,
- Empowering prime consultants (DBE or Non-DBE) to transfer knowledge through the project development process on active projects to help DBE firms 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, particularly for African American owned firms as identified in PennDOT's 2018 Disparity Study.

UNDERSTANDING

MENTOR FIRM (Mentor) and PROTÉGÉ FIRM (Protégé) submit this Memorandum of Understanding (MOU) to participate in the PennDOT's Mentor Protégé Program for consultants 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>>. The Parties mutually agree that:

1. The purpose of establishing a mentor-protégé relationship is to enhance the capabilities of the Protégé, assist the Protégé in meeting the goals established in its business plan, and improve the Protégé's ability to successfully compete for contracts outside the DBE Program.
2. The Mentor is qualified to provide the agreed-upon assistance; and the Mentor will provide such assistance as detailed below for the Term of this MOU,
3. Collectively, the team is willing and has the necessary resources to serve PennDOT jointly on ECMS project *[insert ECMS project #]*. Mentor and Protege understand the strategic nature of this teaming relationship and will consider any communication regarding this pursuit to be confidential to the project team and PennDOT.
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 is an independent consultant in the performance of this Agreement, and nothing contained in this Agreement, 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. The consultant is responsible for its own operation.
6. Both parties agree to provide a monthly report as part of invoicing procedures to the PennDOT Mentor Protégé program's DBE Supportive Services Team summarizing the number of hours, a summary of the knowledge transferred, and the skills/services provided.

7. Each party has conducted any necessary due diligence in assessing this match prior to entering into an agreement.
8. Mentor and Protégé have or will enter additional letters of commitment and/or master service agreements for the legal purpose of conducting the awarded work together at a point in time that they are awarded work to perform as part of a consulting/contracting team.
9. Mentor and Protege agree to follow the Development Plan attached to this MOU. The Development Plan shall contain learning objectives, metrics, and deliverables.

Statement of Commitment

The purpose of this statement is to confirm a commitment between the Mentor and Protégé for <insert name and ECMS job number>. Upon selection, formal agreement will be put in place and submitted to PennDOT for approval.

Should the proposer, after contract negotiation, wish to modify this MOU, a detailed explanation must be submitted to PennDOT for approval. Termination of this agreement may be made via written notification to the other party with a copy to PennDOT (citing termination clauses in the contract or recipient's DBE Program that comply with 49 C.F.R. §26.53(f)).

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 firm.

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 FIRM	PROTÉGÉ FIRM
Printed Names		
Titles		
Signatures		
Date		
Emails:		