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YOUR COMPANY NAME IN ALL CAPITAL LETTERS

TEAMING AGREEMENT

PREAMBLE

This Teaming Agreement (hereinafter "Agreement") is entered into by and between **Your Company Name**, hereinafter called "**Your Company Name**", a [state of incorporation] corporation, with the primary office located at [insert street and suite address, city, state, and zip code], and XXXXX, hereinafter called "Subcontractor", a XXXXX corporation, with headquarters located at XXXXX. **Your Company Name** and XXXXX are hereinafter referred to as "the Parties."

I. RECITALS

1.01 The Department of XXXXX (the "Government") has issued a Request for Proposal RFQ XXXXX to procure support services for the operation of an information repository and information services for the public referred to as the "Project".

1.02 The Parties have complementary skills and capabilities which, taken together, would allow the Parties to perform the Project.

1.03 The Parties wish to form a teaming arrangement and to define their respective rights, duties, and obligations thereunder.

II. OBJECTIVE AND DURATION

2.01 The objective of the teaming hereunder shall be to cooperate in preparing and submitting a proposal in an attempt to obtain the award of a contract for the Project resulting from the RFQ.

2.02 The Parties agree that **Your Company Name** will prepare data required for any proposals, integrate the data furnished by Subcontractor, and submit the proposal as prime contractor with XXXXX identified in the proposal as the subcontractor to provide the following services: (See Attachment B)

2.03 The duration of this Agreement shall be from the effective date hereof until the occurrence of the earliest of the following events (subject, however, to the provisions of Paragraph A.3, Attachment A hereto):

- a) Cancellation of the RFQ by the Government.
- b) A decision by **Your Company Name** not to submit a proposal in response to the RFQ after a review of the released RFQ by **Your Company Name**.
- c) The RFQ is amended such that the services described in Paragraph 2.02, above, are no longer required by the final RFQ.
- d) Award to another contractor or contractor team of a contract resulting from the RFQ, provided that award is not otherwise overturned by a protest.

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- e) The award to [Your Company Name] of a contract resulting from the RFQ, and the execution by the Parties of a mutually acceptable subcontract with Subcontractor for its performance responsibilities in the Project.
- f) The failure or inability of Subcontractor to provide the services outlined in Attachment B at the competitive prices anticipated by this agreement
- g) The failure or inability of Subcontractor to provide the support as outlined in Section III. PROPOSAL PREPARATION of this agreement.
- h) Mutual consent of the Parties to terminate this Agreement.
- i) Bankruptcy or insolvency of either party.
- j) Lapse of 24 months from the effective date of this agreement, unless the procurement is still open.
- k) The indictment, suspension, or debarment by the Government of either party.
- l) A Receiver, Trustee in Bankruptcy, or other Custodian of the property or assets of a party hereto is appointed, or if either party hereto commits an act of bankruptcy or is adjudicated bankrupt or insolvent.
- m) During the term hereof it is determined that either party may be ineligible for award due to an Organizational Conflict of Interest.
- n) Refusal by the Government to consent to the selection of Subcontractor or the issuance of a subcontract for the identified effort to Subcontractor or direction by the Government to select someone other than Subcontractor for performance of effort identified as Subcontractor's responsibility in the proposal, provided that there has been a good faith effort by [Your Company Name] to gain approval of Subcontractor; Subcontractor shall be afforded a reasonable opportunity to appeal the Government's decision.

III. PROPOSAL PREPARATION

3.01 [Your Company Name] shall have primary responsibility for the preparation of all technical and non-technical aspects of the proposal including, but not limited to:

- a) Marketing and promotional effort;
- b) Proposal content, assembly and production;
- c) Liaison with Government customer personnel;
- d) Oral discussions and negotiations, if held.

3.02 Subcontractor shall contribute to the preparation of the proposal to the extent necessary to assure the inclusion of a thorough and accurate description of its responsibilities in the Project. Subcontractor will cooperate with [Your Company Name] (i) to provide such assistance as may be required during the pre-proposal, proposal and post-proposal stages, (ii) to furnish proposal material including manuscripts, graphic material and cost and pricing data backup as required by the RFQ or as appropriate, (iii) to assure availability of management and technical personnel, and (iv) to submit management, technical and cost proposal materials and proposal clarifications within the time frames requested by [Your Company Name].

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Notwithstanding the provisions of Paragraph 3.01 preceding, Subcontractor shall be entitled to participate in oral discussions concerning its contributions to the proposal and shall at all times be entitled to receive, upon reasonable request, documentation and information concerning oral discussions and negotiations between [Your Company Name] and the Government. Further, [Your Company Name] will in no way modify the proposal during discussions or negotiations so as to either increase the risk of performance to, or decrease potential cost or fee recovery by Subcontractor; unless Subcontractor specifically approves.

3.03 Subcontractor shall contribute to the proposal effort as defined in Attachment B. [Your Company Name] contractual point of contact is [insert name] and the technical point of contact is [insert name]. Subcontractor's contractual point of contact is [insert name] and the technical point of contact is [insert name].

3.04 The Parties shall carry out the preparation of the proposal and the conduct of all negotiations and pricing, in accordance with all applicable laws and regulations governing the RFQ and the award of contracts thereunder.

3.05 Except as may otherwise be agreed in writing by the Parties, each of the Parties shall bear its own expenses for its own performance of proposal and related work.

3.06 Contractor past performance may be a significant evaluation factor of the solicitation. Subcontractor understands and agrees that it will be required to timely submit all past performance information reasonably requested by [Your Company Name]. [Your Company Name] reserves the right to independently contact the points of contact provided in Subcontractor's past performance citations to determine the adequacy/appropriateness of those citations. [Your Company Name], at its sole discretion, may utilize in its proposal any or all citations provided by Subcontractor.

IV. FORMATION OF A SUBCONTRACT

4.01 Should [Your Company Name] be awarded the prime contract as a result of this Agreement, the Parties agree to enter into good faith negotiations intending to culminate in a subcontract to be awarded to Subcontractor for its area of interest identified in Paragraphs 2.02 and 3.03, subject to necessary Government approvals, required flow down clauses, and negotiation of mutually acceptable price, delivery, terms, and conditions.

4.02 The parties shall, in good faith, negotiate a Subcontract under a Prime Contract awarded as a result of a proposal submitted in pursuit of this Project. The subcontract shall be consistent with Subcontractor's most recent acceptable proposal submitted to [Your Company Name]. Additionally, the parties agree that the terms and conditions contained in Attachment C hereto shall be included in any resultant subcontract agreement. [Your Company Name] and Subcontractor agree to expend their best efforts, with the intent of reaching agreement on a subcontract containing mutually satisfactory prices and terms, by approximately five (5) days after prime contract award, in accordance with this Agreement.

V. GENERAL PROVISIONS

5.01 No announcement, release, or other disclosure of information relating to this Agreement shall be made except by specific written agreement of the Parties.

5.02 This Agreement shall not constitute, create, or in any way be interpreted as a joint venture, partnership, or formal business organization of any kind. Neither party may assign or transfer its interests

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under this Agreement without the written consent of the other party hereto except that [Your Company Name] shall have the right to assign its responsibilities under this Agreement to any division, subsidiary, or affiliate thereof.

5.03 The efforts of [Your Company Name] and Subcontractor relating to the RFQ shall be exclusive to this Agreement, and the subcontractor shall not pursue the RFQ either independently or in concert with any additional party. In the event that the Government directs any change affecting this Agreement in any material respect, this Agreement shall be modified in accordance with such direction, and the exclusivity of effort described above shall continue to exist, except as the Government may specifically prescribe, provided, however, that in no event shall this provision be construed as a contract for the benefit of third parties.

5.04 The Parties agree that they shall not, during the term of this Agreement, or during the term of any resulting contract or subcontract, or extension or modification thereof, or for a period of 90 days after, recruit the personnel of any other party to this Agreement without the express written consent of that party.

5.05 Attachment A hereto, entitled "Proprietary Data Provisions", is incorporated by reference.

5.06 This Agreement is the entire agreement among the Parties and supersedes any prior oral or written agreement or understanding pertaining to this Project. Changes to this Agreement, to be effective, must be in writing and executed by the Parties.

5.07 Notices shall be deemed given hereunder when received or, if mailed by prepaid certified or registered mail return receipt requested, five (5) days after mailing. Notices shall be addressed to the contractual point of contact specified in Paragraph 3.03 of this Agreement at the addresses specified in the PREAMBLE above. Either Party may change its cognizant point of contact by written notice to the other.

5.08 Neither party shall be liable to the other for any indirect, incidental, special, or consequential damages, however caused, whether as a consequence of the negligence of the one party or otherwise.

5.09 If any provision of this Agreement or part of such provision is or becomes invalid or unenforceable, then the remaining provisions hereof shall continue to be effective.

5.10 No waiver by a party of any of its rights or remedies shall be construed as a waiver by such party of any other rights or remedies that such party may have under this Agreement.

5.11 Any controversy or claim arising between the Parties out of or in connection with the provisions of the Agreement shall be resolved by amicable discussions between appropriate executives of the respective companies who are a party to this Agreement. If such discussions do not result in a resolution of the controversy or claim, either party may file suit in any court of competent jurisdiction.

5.12 Inventions conceived solely by employees of Subcontractor shall belong exclusively to Subcontractor. Inventions conceived solely by employees of [Your Company Name] shall belong exclusively to [Your Company Name]. Inventions conceived jointly by the Parties hereto in the course of work called for by this Agreement shall be subject to further agreement of the Parties. This understanding is subject to modification as may be required by applicable Government regulations, or the terms of the prime contract or resultant subcontract between the Parties. Except as stated in the preceding paragraph, nothing contained in this Agreement shall be deemed, by implications, estoppel, or otherwise, to grant any right or license in respect of any patents, inventions, or technical information at any time owned by the other party.

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5.13 Irrespective of the place of performance, this Agreement will be construed and interpreted according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies, Boards of Contract Appeals, and quasi-judicial agencies of the Federal Government. To the extent that the Federal common law of Government contracts is not dispositive, the laws of [insert state] shall apply.

5.14 The Subcontract Agreement to be negotiated by the parties shall provide for the subcontractor to submit invoices, and such progress reports as may be required, in accordance with the payments, invoicing and acceptance provisions of the Prime Contract.

5.15 During the period of this Agreement and for one year following the termination or expiration of this agreement and any resulting Subcontract, neither party shall knowingly solicit for hire any officer or employee of the other, who directly supports the particular effort covered by this Agreement and any resulting Subcontract, without the other's prior written approval. This shall in no way, however, be construed to restrict, limit, or encumber any right of any employee which may be granted by law.

VI. EXECUTION AND EFFECTIVITY

6.01 The Parties have executed this Agreement on the dates entered below. The Agreement may be executed in two or more counterparts.

6.02 This Agreement cannot be assigned or otherwise transferred by either party in whole or in part without the express prior written consent of the other party.

6.03 Each of the parties hereto certifies that it is not currently ineligible to receive the award of a Government contract, or to participate as a Contractor or Subcontractor under a Prime Contract, by virtue of its listing on the Consolidated List of Debarred, Suspended and Ineligible Contractors as published by the General Services Administration. The parties further certify that any pending action against either which could result in disbarment or suspension has been disclosed to the other party.

6.04 This Agreement is effective as of the last date entered below.

[Your Company Name]

Subcontractor

Signature: _____

Signature: _____

Printed Name:

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT A

PROPRIETARY DATA PROVISIONS

A.1 No party to this Agreement shall use, for any purpose not connected with the RFQ, the Project, or this Agreement, any data, as hereafter defined (“Data”) or divulge such Data to any person or entity other than appropriate Government agencies to which proposals or reports must be submitted in connection with [Your Company Name] performance. The foregoing limitations shall not apply to the disclosure or use of any portion of such Data which:

- a) The receiving party can demonstrate by written evidence was already known to it, prior to receiving it from the other party; or
- b) Prior to the time of its disclosure hereunder to any party, has been published or otherwise made freely available to the general public; or
- c) Subsequent to its disclosure hereunder to any other party is independently thereafter rightfully made available on an unrestricted basis to the public or the receiving party by the disclosing party or by another authorized party; or
- d) Is independently developed by the receiving party.

For purposes of this Agreement, the term Data is defined to mean any technical information, program or systems concept, financial information, or any other information disclosed to it by the other party in connection with the performance of this Agreement. Nothing herein shall restrict a party from disclosing any portion of such Data on a restricted basis pursuant to a judicial or other lawful Government order, but only to the extent of such order.

A.2 No license to the other party, under any trademark, patent, or copyright, domestic or foreign, is either granted or implied by the conveying of Data to a party. None of the information which may be submitted or exchanged by the Parties shall constitute any representation, warranty, assurance, guarantee, or inducement by a party to the other with respect to the infringement of trademarks, patents, copyrights, or other rights of third persons.

A.3 Notwithstanding any other portions of this Agreement, the obligations of this Attachment A shall continue for a period of five (5) years from the effective date of this Agreement.

ATTACHMENT B

STATEMENT OF WORK

B.1 Purpose

This attachment to the teaming agreement between [Your Company Name] and XXXXX, is provided to delineate anticipated work responsibilities under any contract awarded as a result of the Government's RFQ XXXXX to [Your Company Name]. This attachment also discusses proposal responsibilities.

B.1.1 Work Responsibilities

B.1.2 Proposal Responsibilities

Subcontractor will provide direct proposal support to [Your Company Name] in the development of the [Your Company Name] proposal in the section(s) relevant to Subcontractor's experience. Subcontractor will provide existing material as required to support the proposal in a timely manner. Detailed proposal writing assignments will be determined at a separate meeting or via separate communication between [Your Company Name] and Subcontractor. All bid and proposal costs for these responsibilities are Subcontractor's responsibility and will not be paid by [Your Company Name].