

# TEAMING AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ by and between \_\_\_\_\_ (“Prime Contractor”), a \_\_\_\_\_ [type of organization] and \_\_\_\_\_ (hereinafter \_\_\_\_\_ [type of organization]). Prime Contractor and Subcontractor collectively referred to herein as Team Members.

## RECITALS

WHEREAS, \_\_\_\_\_ (“the Sponsor”) has Proposal No. \_\_\_\_\_ (“RFP”) by which the Sponsor is soliciting the submission of qualified bidders to perform certain services described herein;

WHEREAS, the Team Members, consistent with the Sponsor’s policy on Teaming [refer to any written policy or regulations here] \_\_\_\_\_, believe that between the two will offer the Sponsor the best combination of capabilities, performance, cost, and delivery for the program requirements;

WHEREAS, to this end, the Team Members desire to enter into this Agreement for the joint preparation of a proposal in response to such RFP and for the allocation of work under any resulting prime contract; and

WHEREAS, the Team Members desire that their interests in preparing and performing work under any resulting contract be set forth in writing;

NOW, THEREFORE, in consideration of the premises, as well as the mutual obligations and undertakings, the Team Members, intending to be legally bound, hereby covenant and agree as follows:

## Article 1

### RESPONSIBILITY OF PARTIES

- 1.1 Prime Contractor shall take principal charge of preparing and submitting the “Proposal” in response to the RFP and performing the work entailed in the contract (the “Program”). Subcontractor shall prepare those portions of the Proposal and perform the work entailed in, the matters described in Exhibit A [to be created by document user], subject to the assignment of such additional responsibilities by mutual agreement of the parties from time to time. Subcontractor shall submit its portion of the Proposal to the Prime Contractor (including all necessary schedules relating to price, technical matters, and \_\_\_\_\_, 20\_\_\_\_. Prime Contractor shall have the final authority, evaluation, and submission of the Proposal to the Sponsor. Prime Contractor shall coordinate all contacts with the Sponsor pertaining to the preparation of the Proposal.
- 1.2 The Proposal submitted to the Sponsor shall contain and identify Subcontractor’s contribution to the Proposal and shall also indicate that Prime Contractor intends to award the work identified as Subcontractor’s responsibility in Exhibit A [to be created by document user]. Nothing contained in this Agreement shall prevent the Sponsor’s ability to procure directly from either Team Member its respective services and requirements contemplated herein.

## Article 2

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## DIVISION OF WORK

- 2.1 The division of work and responsibility between the Team Members in execution shall be set forth in Exhibit A hereto *[to be created by document user]*. Cost or price data submitted in accordance with *[refer to any written policy or regulations here]* incorporated as part of Subcontractor's submission shall be broken down as prescribed by Prime Contractor so as to enable it to comply fully with its requirements under the RFP.

### Article 3

## NO INVOLVEMENT IN COMPETING PROPOSALS

- 3.1 Unless and until this Agreement terminates as provided herein, the Team Members shall not participate in any effort to prepare or execute a Proposal in response to the terms of this Agreement. However, it is understood that nothing contained herein shall be construed to restrict either Team Member from quoting, offering to sell, or selling to the Sponsor services that it may regularly offer for sale, even though such items or services are included in the Proposal.

### Article 4

## EMPLOYEE SOLICITATION

- 4.1 Each Team member agrees that during the term of this Agreement and any subcontract or subcontract, it shall not directly solicit or recruit the employees of the other Team Member associated with the performance of this Agreement. This undertaking shall not prevent any employee of either Team Member from pursuing and securing employment with the other Team Member on such employee's own initiative.

### Article 5

## FORM OF AGREEMENT

- 5.1 This Agreement does not constitute a partnership, joint venture, or any other similar association. The relationship between the Team Members shall be that of independent contractors. Each Team Member is the agent of the other, and except as expressly provided in this Agreement, shall not bind the other. No profits, losses, or costs will be shared under any provision of this Agreement.

### Article 6

## NEGOTIATION OF SUBCONTRACT

- 6.1 In the event that Prime Contractor is awarded a contract for the Program in whole or in part, the Team Members agree to negotiate in good faith toward the execution of a subcontract for that portion of the Program allocated to Subcontractor in Exhibit A *[to be created by document user]* consistent with the statement of work, price, and terms and conditions of the contract with the Sponsor.
- 6.2 If a "best and final offer" is requested by the Sponsor, Subcontractor shall submit a

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establishing the strategy and shall adjust its proposed price by the overall adjustment to the Proposal mutually agreed to by both parties.

- 6.3** Any subcontracts, or changes or supplements thereto, shall be subject to any the Sponsor. Prime Contractor shall use all reasonable efforts to secure such

## Article 7

### CONFIDENTIAL INFORMATION

- 7.1** With respect to information exchanged between Team Members during the Agreement, the following provisions shall apply:

- a.** When proprietary matters (which shall include copyrighted work and confidential information) are disclosed by one Team Member to the other in writing and are clearly identified as being proprietary, the Team Member receiving such information agrees that such matters shall be protected through a confidentiality agreement including confidentiality and security measures and prohibitions against copying other than for purposes of the preparation and execution of the Agreement. Notwithstanding any termination of this Agreement, each Team Member shall continue to employ such means of protection for such proprietary matters transmitted to the other Team Member, and thereafter shall abide by the limitations applicable under pertinent trademark, patent, trade secret, or copyright law.
- b.** The standard of care imposed on the Team Member receiving such proprietary information shall consist of at least the same level of effort it employs to avoid unauthorized dissemination of its own proprietary matters of similar value and sensitivity.
- c.** The obligations with respect to use, disclosure, and access to the trade secret information of each Team Member set forth in this Agreement are the following:
  - i.** Information that was or is made available to the public without the knowledge of the disclosing Team Member or by a third party;
  - ii.** Information that was previously known to the receiving Team Member prior to any disclosure by the Team Member; or
  - iii.** Information that was or is independently developed by the receiving Team Member.
- d.** Other than a limited right of use consistent with the intent and purposes of the right or license to the other Team Member under any trademark, trade secret, or copyright is either granted or implied by the transmittal of any proprietary information to the Team Member.
- e.** Each Team Member shall designate in writing one or more individuals as the person or persons for receiving all written proprietary matters exchanged between the parties pursuant to this Agreement. Any replacement of such persons shall be communicated to the other Team Member in writing. A disclosure of proprietary or confidential nature not transmitted in writing to such person shall not be proprietary and will not fall under the protection of this Agreement, but will be protected under pertinent trademark, patent, trade secret, or copyright law.

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