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TEAMING AGREEMENT

THIS AGREEMENT made and entered into this day of , 200X , by and between the (hereinafter referred to as “Contractor”) located at , and (hereinafter referred to as the “Subcontractor”) located at .

WHEREAS, Contractor intends to submit a proposal as prime contractor to the Government in response to Joint Program Solicitation No. concerning a program entitled “ ” (hereinafter referred to as “the Program”); and

WHEREAS, Contractor and the Subcontractor desire to combine their respective capabilities in a joint effort to submit said proposal for the Program and to complete the work required by any work statement in any contract (hereinafter referred to as “Contract”) resulting from such proposal; and

WHEREAS, Contractor and the Subcontractor desire to define their mutual rights and obligations during the preparation and submittal of said proposal and under any subsequent contract resulting therefrom, consistent with federal/state laws governing restraint of trade or competition as applicable.

NOW THEREFORE, to effect the foregoing, Contractor and the Subcontractor in consideration of the mutual covenants hereinafter contained, agree as follows:

1. The proposal will be based on Contractor acting as the prime contractor to the Government for any resultant Contract, and acting as subcontractor to Contractor, furnishing support under the Program. Any resulting subcontract to the Subcontractor will involve, but may not be limited to, work set forth in exhibit “A” in Statement of Work attached hereto.
2. Contractor will prepare and submit its proposal to the Government with assistance from the Subcontractor in the following areas: inputs on selected Statement of Work tasks, related experience information, tailored resumes on key personnel, and appropriate costs information, all to be used in preparation of the Contractor proposal. Details and formats for these inputs will be provided separately.
3. Contractor will recognize and identify the Subcontractor in its proposal and use its diligent efforts to secure Government approval of the use of the Subcontractor in the Program. Contractor will keep the Subcontractor fully advised of any changes which affect its area of responsibility.
4. In the event Contractor is awarded the Contract contemplated by the Joint Program Solicitation identified on Page One of this Agreement, to accomplish the work set forth in Exhibit “A” of this Agreement, it is agreed that Contractor and the Subcontractor will, in good faith, proceed in a timely manner to negotiate a mutually acceptable subcontract(s)

for the selected portions of the work identified in Exhibit "A" and described in a responsible technical/cost proposal prepared by the Subcontractor, unless otherwise directed by the Government. The subcontract shall embody, among other provisions, those terms and conditions of the prime contract which must be passed on to the Subcontractor in order to comply with such prime contract. The subcontract will be negotiated at a fair and reasonable price(s) to be established after cost or price analysis in accordance with the requirements of the applicable Government procurement regulation. In the event that negotiations with the Government result in a substantial reduction of the Subcontractor's area of responsibility from that proposed by the Prime Contractor, the Subcontractor shall have prior opportunity to consult with the Prime Contractor and review the effect of and concur with such reduction or revision before settlement with the Government. It is understood between Contractor and the Subcontractor that any such subcontract will be subject to the approval of the Contracting Officer of the procuring authority of the United States Government, regardless of the provisions hereof.

Each party shall exert its diligent efforts toward the successful performance of the Contract contemplated by the Joint Program Solicitation identified on Page One of this Agreement, assuming award of the prime contract and the subcontract to the parties hereto, and shall provide appropriate and high quality managerial, marketing, advisory, technical, and other personnel to perform and support such contracts.

5. LIMITATIONS ON USE OF DATA AND INFORMATION

a. The parties anticipate that under this Agreement it may be necessary for either part to transfer to the other information of a proprietary nature. Proprietary information shall be clearly identified by the disclosing party at the time of disclosure by (i) appropriate stamp or markings on the document exchanged; or (ii) written notice, with attached listings of all material, copies of all documents, and complete summaries of all oral disclosures (under prior assertion of the proprietary nature of the same) to which each notice relates, delivered within two (2) weeks of the disclosure to the other party.

b. Each of the parties agrees that it will use the same reasonable efforts to protect such information as are used to protect its own proprietary information. Disclosures of such information shall be restricted to those individuals who are directly participating in the proposal, contract and subcontract efforts identified in Articles 1, 2, 3, and 4 hereof.

c. Neither party shall make any reproduction, disclosure, or use of such proprietary information except as follows:

(1) Such information furnished by the Subcontractor may be used, reproduced and/or disclosed by Contractor in performing its obligations under this Agreement.

(2) Such information furnished by Contractor may be used, reproduced and/or disclosed by the Subcontractor in performing its obligations under this Agreement.