**TEAMING AGREEMENT**

**THIS AGREEMENT** made and entered into this day of , 19 , 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. SOL94-27 concerning a program entitled “Technology Reinvestment Project - Technology Deployment” (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.

(3) Such information may be used, reproduced and/or disclosed for other purposes only in accordance with prior written authorization received from the disclosing party.

d. The limitations on reproduction, disclosure, or use of proprietary information shall not apply to, and neither party shall be liable for reproduction, disclosure, or use of proprietary information with respect to which any of the following conditions exist:

(1) If, prior to the receipt thereof under this Agreement, it has been developed or learned independently by the party receiving it, or has been lawfully received from other sources, including the Government, provided such other source did not receive it due to a breach of this Agreement or any other agreement.

(2) If, subsequent to the receipt thereof under this Agreement, (i) it is published by the party furnishing it or is disclosed, by the party furnishing it to others, including the Government, without restriction; or (ii) it has been lawfully obtained, by the party receiving it, from other sources including the Government, provided such other source did not receive it due to a breach of this or any other agreement; or (iii) such information otherwise comes within the public knowledge or becomes generally known to the public;

(3) If any part of the proprietary information has been or hereafter shall be disclosed in a United States patent issued to the party furnishing the proprietary information hereunder, the limitations on such proprietary information as is disclosed in the patent shall be only that afforded by the United States Patent Laws after the issuance of said patent.

(4) If any part of the proprietary information is required by law to be disclosed. In the event that information is required to be disclosed pursuant to subsection 4., the party required to make disclosure shall notify the other to allow that party to assert whatever exclusions or exemptions may be available to it under such law or regulation.

e. Neither the execution and delivery of this Agreement, nor the furnishing of any proprietary information by either party shall be construed as granting to the other party either expressly, by implication, estoppel, or otherwise, any license under any invention or patent now or hereafter owned or controlled by the party furnishing the same.

f. Notwithstanding the expiration of the other portions of this Agreement, the obligations and provisions of this Article 5 shall continue for a period of three (3) years from the date of this Agreement, however, any resulting contract shall take precedence.

6. RIGHTS IN INVENTIONS

Inventions conceived or first reduced to practice during the course of work under the Contract contemplated by this Agreement shall remain the property of the inventing party. In the event of joint inventions, the parties shall establish their respective rights by negotiations between them. In this regard, it is recognized and agreed that the parties may be required to and shall grant license or other rights to the Government to inventions, data and other information under such standard provisions as may be contained in the Government Contract contemplated by this Agreement, provided, however, such license or other rights shall not exceed those required by said Contract.

7. No publicity or advertising regarding any proposal or contract under the Program or relating to this Agreement shall be released by the Subcontractor without the prior written approval of Contractor. No advertising or publicity containing any reference to the Subcontractor or any of its employees, either directly or by implication, shall be made use of by Contractor or on Contractor’s behalf, without the Subcontractor’s prior written approval.

8. All communication relating to this Agreement shall be directed only to the specific person designated to represent Contractor and the Subcontractor on the Program. Each of the parties to this Agreement shall appoint one (1) technical and one (1) administrative representative. These appointments shall be kept current during the period of this Agreement. Communications which are not properly directed to the persons designated to represent Contractor and the Subcontractor shall not be binding upon Contractor or the Subcontractor.

All technical notices shall be addressed to:

As to Contractor:

As to Subcontractor:

All contractual notices shall be addressed to:

As to Contractor:

As to Subcontractor:

9. Except for the conditions expressed in Article 5 hereof, this Agreement, which is effective upon the date of its execution by the last of the signatory parties hereto, shall automatically expire and be deemed terminated effective upon the date of the happening or occurrence of any one of the following events or conditions, whichever shall first occur:

a. Official Government announcement or notice of the cancellation of the Program.

b. The receipt by Contractor of written notice from the Government that it will not award the Contract for the Program to Contractor.

c. The receipt by Contractor of official Government notice that the Subcontractor will not be approved as a major subcontractor under the Contract on the Program or that substantial areas of the Subcontractor’s proposed responsibility have been eliminated from the requirements.

d. Award of a subcontract to the Subcontractor by Contractor for its designated portion of the Program.

e. Mutual agreement of the parties to terminate the Agreement.

f. The expiration of a one (1) year period commencing on the effective date of this Agreement unless such period is extended by mutual agreement of the parties.

10. This Agreement pertains only to the proposal relating to the Program and to no other joint or separate effort undertaken by Contractor or the Subcontractor. The parties hereto shall be deemed to be independent contractors and the employees of one party shall not be deemed to be employees of the other. This Agreement shall not constitute, create, or in any way be interpreted as a joint venture, partnership, agency relationship or formal business organization of any kind.

11. This Agreement may not be assigned or otherwise transferred by either party, in whole or in part, without the express prior written consent of the other party.

12. This Agreement shall not preclude either party from bidding or contracting independently from the other on any Government or industry program which may develop or arise in the general area of business related to this Agreement or in any other area.

13. This Agreement contains the entire agreement of the parties and cancels and supersedes any previous understanding or agreement related to the Program, whether written or oral. All changes or modifications to this Agreement must first be agreed to in writing between the parties.

14. Each party to this Agreement will bear its respective costs, risks, and liabilities incurred by it as a result of its obligations and efforts under this Agreement. Therefore, neither Contractor nor the Subcontractor shall have any right to any reimbursement, payment, or compensation of any kind from each other during the period prior to the award and execution of any resulting subcontract between Contractor and the Subcontractor for the Program and work described in this Agreement.

15. To the extent permitted by law, during the effective term of this Agreement Contractor and the Subcontractor each agree that it will not participate in any manner in other teaming efforts that are competitive to this Teaming Agreement. Moreover, Contractor and the Subcontractor each agree that it will not compete independently (including the independent submission of a proposal to the Government) for the work specified in this Agreement. The term “participate” as used herein includes (but is not limited to) the interchange of technical data with competitors. Furthermore, the Subcontractor shall not perform the work described in this Agreement, under the resulting Contract, for any party other than Contractor and Contractor will not contract with any party, to the exclusion of the Subcontractor, for the work described in this Agreement unless so directed by the Government.

16. Either party hereto is authorized to disclose the terms and conditions of this Agreement to appropriate Government officials upon their request.

17. In the event a Contract is not awarded to Contractor as a result of a proposal each party will, at the request of the other party, return all materials such as, but not limited to, those that are written, printed, drawn, or reproduced, to the originating party.

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**Exhibit A**