

TEAMING AGREEMENT

THIS AGREEMENT made and entered into this day___ of_____, 20___, ("Effective Date") by and between _____(hereinafter referred to as ("Contractor"))an academic component of _____ ("System"), located at _____ , and _____(hereinafter referred to as "Subcontractor") located at _____.

Proposal Preparation

- A. The Parties shall use their best efforts to prepare a competitive proposal in response to the Solicitation for submission to the Government.
- B. The Subcontractor shall submit to the Prime data and information concerning its share of the proposed contract including a proposed price, for use in proposal preparation. The Subcontractor shall make available appropriate and high-quality personnel to work on the Subcontractor's portion of the competitive proposal, and shall provide reasonable assistance to the Prime in preparation of the competitive proposal.
- C. The Prime shall prepare the competitive proposal, integrate the information provided by the Subcontractor, and submit the competitive proposal to the Government. The Prime shall include in the competitive proposal the Subcontractor's proposed price for the Subcontractor's share of the contract proposed by the Solicitation. The Prime has responsibility for the content of the competitive proposal and agrees to consult with the Subcontractor, before submission of the competitive proposal to the Customer, on all matters concerning the Subcontractor's share of the contract proposed by the Solicitation.

- D. The Prime shall identify the Subcontractor as a proposed subcontractor and shall describe in the competitive proposal the Subcontractor's responsibilities concerning the Subcontractor's share of the proposed contract. The Prime shall use its best efforts to secure Government approval of the Subcontractor.
- E. The Prime shall be responsible for any communications with the Government concerning the Solicitation, the competitive proposal, or the contract proposed by the Solicitation, and agrees to give the Subcontractor an opportunity to be present at meetings with the Government that may concern the Subcontractor's share of the proposed contract.
- F. The Prime agrees to consult with, and obtain the concurrence of the Subcontractor, before making any changes in the competitive proposal which concern the Subcontractor's share of the proposed contract.
- G. The Prime agrees to keep the Subcontractor fully advised of any changes in the Solicitation or the Government's requirements and timely advised of the status of the Solicitation.
- H. The Prime shall use its best efforts after submission of the competitive proposal to the Government to obtain the contract award, and the Subcontractor agrees to assist in such efforts as the Prime may reasonably request.

I. LIMITATIONS ON USE OF DATA AND INFORMATION

- a. The parties may wish to disclose confidential information to each other in connection with work contemplated by this Agreement ("Confidential Information"). Each party will use reasonable efforts to prevent the disclosure of the other party's Confidential Information to third parties during the Term, and for a period of three (3)

years from the end date of this Agreement, provided that the recipient party's obligation shall not apply to information that:

- i. is not disclosed in writing or reduced to writing and marked with an appropriate confidentiality legend within thirty (30) days after disclosure;
- ii. is already in the recipient party's possession at the time of disclosure;
- iii. is or later becomes part of the public domain through no fault of the recipient party;
- iv. is received from a third party having no obligations of confidentiality to the disclosing party;
- v. is independently developed by the recipient party; or
- vi. is required by law, court order, or regulation to be disclosed.

b. In the event that information is required by law, court order, or regulation to be disclosed, 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, court order or regulation.

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

- Confidential Information furnished by Subcontractor may be used, reproduced and/or disclosed by Contractor in performing its obligations under this Agreement.
- Confidential Information furnished by Contractor may be used, reproduced and/or disclosed by Subcontractor in performing its obligations under this Agreement.

- Confidential Information may be used, reproduced and/or disclosed for other purposes only in accordance with prior written authorization received from the disclosing party.
- d. Neither the execution and delivery of this Agreement, nor the furnishing of any Confidential Information by either party shall be construed as granting to the other party either expressly, by implication, estoppels, or otherwise, any license under any invention or patent now or hereafter owned or controlled by the party furnishing the same.

II. RIGHTS IN INVENTIONS

Inventor ship of any invention will be determined by Indian patent laws and ownership will follow inventor ship. Inventions conceived or first reduced to practice during the course of work under the Prime 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 Prime Contract contemplated by this Agreement, provided, however, such license or other rights shall not exceed those required by said Prime Contract.

III. Amendment:

This Agreement may be amended or modified only by a written agreement, duly signed by both the Lender and the Borrower.

IV. Notices:

Any notice or communication under this Loan must be in writing and sent via In-Person Delivery only.

V. No Waiver:

Borrower shall not be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing. Waiver by Borrower of a breach or violation of any provision of this Agreement shall not constitute a waiver of any other subsequent breach or violation.

VI. Severability:

In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement.

VII. Assignment:

Lender shall not assign this Agreement, in whole or in part, without the written consent of Borrower. Borrower may assign all or any portion of this Agreement with written notice to Lender.

VIII. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, not including its conflicts of law provisions.

IX. Disputes:

Any dispute arising from this Agreement shall be resolved in the courts of the State of _____.

X. Entire Agreement:

This Agreement contains the entire understanding between the parties and supersedes and cancels all prior agreements of the parties, whether oral or written, with respect to such subject matter.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first stated above.

Contractor:

Sub Contractor: