

TEAMING AGREEMENT

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This Teaming Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[PRIME LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. limited liability company] with its principal place of business at [PRIME ADDRESS] (the "**Prime**"); and

[TEAM MEMBER LEGAL NAME], a [STATE] [ENTITY TYPE] with its principal place of business at [TEAM MEMBER ADDRESS] (the "**Team Member**").

The Prime and the Team Member are each a "**Party**" and together the "**Parties**."

Recitals. A prospective customer, [CUSTOMER NAME] (the "**Customer**"), has issued, or is expected to issue, a solicitation, request for proposal, or invitation to bid identified as [SOLICITATION NUMBER OR DESCRIPTION] (the "**Opportunity**"). The Parties wish to combine their capabilities to prepare and submit a joint proposal in response to the Opportunity, with the Prime acting as the prime contractor and the Team Member as a proposed subcontractor or team member. This Agreement defines how the Parties will pursue the Opportunity and what will happen if the Prime is awarded a contract. In consideration of the mutual promises below, the Parties agree as follows.

1. Purpose and the Opportunity

1.1 Purpose. The Parties enter into this Agreement to pursue the Opportunity together, allocate proposal responsibilities, and set the terms on which the Team Member will participate if the Prime receives an award (the "**Prime Contract**").

1.2 Roles. The Prime will lead the pursuit, serve as the single point of contact with the Customer, and submit the proposal in its name. The Team Member will support the proposal and, if awarded, perform the scope described in Exhibit A as a subcontractor to the Prime.

1.3 Statement of work. Exhibit A describes the preliminary division of work between the Parties (the "**Work Share**"). The Work Share is an estimate for proposal purposes and may change based on the Customer's final requirements and the negotiated Prime Contract.

2. Proposal Responsibilities

2.1 Proposal preparation. Each Party will, at its own expense unless the Parties agree otherwise in writing, prepare and timely deliver the proposal inputs assigned to it, including technical narrative, pricing, past performance, and personnel resumes, in the format and by the deadlines the Prime reasonably sets.

2.2 Cooperation. The Parties will cooperate in good faith, share information reasonably required to prepare a competitive proposal, and attend reasonable proposal meetings. Neither Party may make commitments to the Customer on behalf of the other without prior written consent.

2.3 Bid and proposal costs. Except as expressly stated in this Agreement, each Party bears its own costs of pursuing the Opportunity, and neither Party is entitled to reimbursement whether or not an award results.

2.4 No assured submission. The Prime will use commercially reasonable efforts to submit a proposal but may decide, in its reasonable judgment, not to submit, or to submit a modified proposal, based on the Customer's requirements, pricing, or risk.

3. Exclusivity

3.1 Exclusive teaming. During the Term, neither Party will, with respect to the Opportunity, team with, subcontract to, or submit a competing proposal with any third party that competes with the other Party for the scope described in Exhibit A, without the other Party's prior written consent.

3.2 Permitted activities. Nothing in this Agreement prevents either Party from pursuing other opportunities outside the Opportunity, or from responding to a Customer's direct request that a Party participate on a different team where required by the Customer or by applicable procurement rules, provided the Party gives prompt written notice.

3.3 Multiple-award context. If the Opportunity is structured to permit multiple awards or teams, the Parties will discuss in good faith how this Section applies and may modify it in a signed writing.

4. Award and Subcontract

4.1 Subcontract negotiation. If the Prime is awarded the Prime Contract, the Parties will negotiate in good faith and use commercially reasonable efforts to execute a definitive subcontract (the "**Subcontract**") under which the Team Member will perform the Work Share, consistent with this Agreement and the terms of the Prime Contract.

4.2 Subcontract terms. The Subcontract will include the scope, price, schedule, flow-down obligations required by the Prime Contract, and other terms customary for work of this type. The Parties acknowledge that final Subcontract terms depend on the Customer's award and may differ from the proposal.

4.3 Failure to agree. If, despite good-faith efforts, the Parties cannot agree on Subcontract terms within **[NUMBER, e.g. 60]** days after award, neither Party is obligated to proceed, and the Prime may perform the Work Share itself or engage a third party, subject to Section 3 having then expired.

4.4 Changes by Customer. If the Customer directs a change to the Work Share, deletes scope, or requires a different team composition, the Parties will adjust this Agreement and any Subcontract in good faith to reflect the Customer's direction.

5. Confidentiality

5.1 Confidential Information. "**Confidential Information**" means non-public information disclosed by one Party to the other in connection with the Opportunity, including pricing, technical approaches, proposal content, and business plans, that is marked confidential or that a reasonable person would understand to be confidential given its nature and the circumstances.

5.2 Obligations. The receiving Party will use Confidential Information only to pursue and perform the Opportunity, protect it with at least reasonable care, and disclose it only to those of its personnel and advisors who need it and are bound by confidentiality obligations at least as protective as these.

5.3 Exclusions and compelled disclosure. Confidentiality obligations do not apply to information that is public through no fault of the receiving Party, was known without restriction before disclosure, is rightfully obtained from a third party, or is independently developed. A Party may disclose Confidential Information as required by law or

court order, with prompt written notice where permitted.

6. Term and Termination

6.1 Term. This Agreement begins on the Effective Date and continues until the earliest of: (a) execution of the Subcontract; (b) the Customer's award of the Prime Contract to a third party; (c) the Customer's cancellation of the Opportunity; (d) the Prime's decision not to submit a proposal; or (e) **[NUMBER, e.g. 12]** months after the Effective Date.

6.2 Termination for breach. Either Party may terminate this Agreement on written notice if the other materially breaches and fails to cure within **[NUMBER, e.g. 10]** days after written notice describing the breach.

6.3 Effect of termination. On termination, each Party will stop using and, on request, return or destroy the other's Confidential Information. Sections 5, 7, 8, and 9, and any others that by their nature should survive, survive termination.

7. Independent Contractors; No Joint Venture

7.1 Relationship. The Parties are independent contractors. This Agreement does not create a partnership, joint venture, agency, or employment relationship, and neither Party may bind the other except as expressly stated.

7.2 No agency to Customer. Each Party is responsible for its own personnel, taxes, and obligations. Neither Party has authority to act as agent of the other in dealings with the Customer.

8. Liability and Indemnity

8.1 Limitation. Neither Party is liable to the other for indirect, incidental, special, consequential, or punitive damages, or for lost profits, arising out of the pursuit of the Opportunity, even if advised of the possibility, except for breaches of confidentiality or exclusivity.

8.2 Indemnity. Each Party will indemnify the other against third-party claims to the extent arising from the indemnifying Party's gross negligence, willful misconduct, or material breach of this Agreement, subject to prompt notice, control of the defense, and reasonable cooperation.

9. General Provisions

9.1 Governing law and venue. This Agreement is governed by the laws of the State of **[STATE]**, without regard to its conflict-of-laws rules. The Parties submit to the exclusive jurisdiction of the state and federal courts located in **[COUNTY, STATE]**.

9.2 Assignment. Neither Party may assign this Agreement without the other's prior written consent, except to a successor in connection with a merger, acquisition, or sale of substantially all assets, on written notice.

9.3 Notices. Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

9.4 Entire agreement; amendment. This Agreement, together with its Exhibits, is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

9.5 Severability and waiver. If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

9.6 **Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

PRIME

TEAM MEMBER

Signature: _____

Signature: _____

Printed name: **[NAME]**

Printed name: **[NAME]**

Title: **[TITLE]**

Title: **[TITLE]**

Date: _____

Date: _____

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