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# TEAMING AGREEMENT

## FOR

### DEFENSE INFORMATION SYSTEMS AGENCY (DISA) MINORITY INSTITUTIONS THECHNOLGY SUPPORT SERVICES

THIS AGREEMENT, made and entered into the nine (9) day of August, 1999 by and between North Carolina Agricultural & technical State University with offices located at 1601 East Market Street, Greensboro, NC 27411 hereinafter referred to as ("Prime Contractor") and University of Puerto Rico at Mayaguez, hereinafter referred to as "Subcontractor". The "Prime" and "Subcontractor" are collectively referred to as the "Parties"

WHEREAS, the Prime Contractor intends to submit a proposal to the Defense Information systems Agency in response to Solicitation. No. DCA100-99-R-4030;and

WHEREAS, the respective capabilities of both Parties complement one another and the Parties desired to define their mutual rights and obligations during the submittal of said proposal and any resulting contract therefrom, consistent with Federal/State laws; and

WHEREAS, it is desirable to set forth this understanding in writing.

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained, the Parties hereto agree as follows:

1. The Prime Contractor intends to submit a proposal, in response to DISA Solicitation No. DCA100-99-R-4030, which will include financial data, statements of technical expertise and performance capability to demonstrate the Prime Contractor's capability to perform work under the following Task/Technical Requirements:

- Task Area 1: Program and Task Order Management
- Task Area 2: Systems Engineering
- Task Area 3: Telecommunications
- Task Area 4: Acquisition Management
- Task Area 5: Software, Computer Systems and Network Applications Development and Support
- Task Area 6: Systems Evaluation, Integration and testing Services
- Task Area 7: Program Information and Management
- Task Area 8: Information Systems Security and Information Assurance
- Task Area 9: Modeling and Simulation
- Task Area 10: Electronic Commerce/Electronic Business
- Task Area 11: Information Technology training
- Task Area 12: Studies in Advanced Information Technologies
- Task Area 13: Business Process Reengineering

2. The Subcontractor will furnish the following information to the Prime Contractor, for incorporation into the Prime Contractor's proposal.

- Identity the Task Area(s) under which the Subcontractor could perform work:
- Provide a bid for each of the Labor Categories stated in the Solicitation that the Subcontractor may require for performance of said Task area(s);
- Provide a justification for the fully loaded (salary, fringe benefit, and overhead) Labor Rates include a statement of the Facilities & Administration Cost Rate (Indirect Cost) if any, that

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would be applied to the purchase of "materials" and provide the points of contact for the date verification and/or audit purposes.

- Provide curriculum vitae's for key individuals available to work on Tasks; and
  - Include statements of related past performance; (a) Name of Commercial Company or Government Agency and/or Contracting Activity Office, (b) Contract Number and/or Task Order Number, (c) Contract Type(s), (d) Total Contract Value (both potential ceiling and actually funded), (e) Title of work, program or system, (f) Contracting Officer's (or ACO's if applicable) name, phone and fax number, and e-mail address, (g) Program Manager, COR or End User's name, phone and fax number and e-mail address, (h) List of major subcontractors, (I) Narrative.
3. The Prime Contractor will have the sole right to decide the form and content of all documents submitted to DISA.
  4. Each party will bear all costs, risks, and liabilities incurred by it arising out of its obligations and efforts under this Agreement during the proposal period, which is defined as the period up to an award of a prime contract and any task ordered subcontracts. However, Prime contractor will be responsible for the printing, binding, and delivery costs of proposal. Neither Party shall have any right to reimbursement, payment or compensation of any kind from the other for work done during the period preceding the award of a prime contract or nor subsequent Task ordered subcontracts.
  5. The Subcontractor agrees to be available and participate, if required by DISA, in an oral presentation concerning a discussion of the Subcontractor's cited past experience. The oral presentation, if held, will be conducted by DISA in accordance with the rules stated in the Solicitation.
  6. As a result of the Subcontractors acceptance of this Agreement and submittal of a proposal by the Subcontractor, it is understood and agreed that, in the event that an Indefinite Delivery Indefinite Quantity Contract (IDIQ) is awarded to Prime Contractor as a result of Prime contractor's proposal, the Contract will be for zero dollars. DISA will subsequently, issue solicitations and proposals selected for funding will be awarded as Task (s) under the Contract. The Prime Contractor will consider the Subcontractor and other subcontractor for contracting opportunities based on specific expertise required subject to the required provision that the Prime Contract must perform at least 50 percent of the cost of contract performance incurred for personnel per Task with its won employees. The terms and conditions of Task subcontracts will be generally consistent with the terms and conditions of the Prime Contract and the final negotiated Labor Rates.
  7. During the term of this Agreement the Parties may exchange proprietary and/or confidential information including, but not limited to copyrighted works, trade secrets, and confidential information. All such proprietary or confidential information shall be exchanged only between the Team Members under this Agreement. The information must be in writing and clearly marked on each page as "proprietary" or "confidential". The receiving party, during the term of this Agreement and for two years thereafter, shall hold such information in confidence, shall use such information only for the purposes of this Agreement, and shall use their best efforts no to except that such information may be disclosed to the Government for the purposes of this agreement, if such information is protected in accordance with FAR 52.215-12 and marked with the appropriate restrictive legend. Non-written information exchanged hereunder shall only be considered proprietary information if , the information being disclosed is identified as proprietary and the disclosing party provides the receiving party with a writing which clearly identifies the nature and content of the disclosed information within twenty (20) days after such disclosure.
  8. Proprietary/Confidential Information does not include information:
    - published or otherwise in the public domain through no fault of the receiving party; or
    - possessed by the receiving party without restriction from a third party; or

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- independently developed by the receiving party by individuals who have not had either direct or indirect access to such information; or
- disclosed by the receiving party to a third party with the written approval of the disclosing party; or
- obligated to be produced by order of a court of competent jurisdiction.

Neither party shall be liable for the inadvertent or accidental disclosure of proprietary or confidential information, if such disclosure occurs despite the exercise of the same degree of care as such party normally takes to preserve its own such proprietary or confidential information

9. It is understood by both parties that neither party is knowingly adversely affected by any organizational conflict of interest related to this procurement as of the date of this Agreement and the Parties agree that neither party shall knowingly undertake a current or future action which will place that party in all organizational conflict of interest related to this procurement. The Parties agree that should either party determine that an organizational conflict of interest exists or may exist as a result of its further pursuit of the procurement effort contemplated by this Agreement, this Agreement may be terminated at the request of either party. Should either party determine that an organizational conflict of interest exists, the party making the determination shall provide to the other party de determination in writing prior to the termination of this Agreement.
10. No license to the other party, under any trademark, patent or copyright, or applications which are now or may thereafter be owned by such party, is either granted or implied by the conveying of information to that party. None of the information which may be submitted or exchanged by the Parties shall constitute any representation, warranty, assurance, guarantee, or inducement by either party to the other with respect to the infringement of trademarks, patents, copyrights, or any right of privacy or other rights of third persons.
11. This Agreement shall remain in force from the effective date hereof until the program is awarded by the Government and, if the award is to the Prime Contractor, then throughout the period of subcontract negotiations between Prime Contractor and the Subcontractor, which may involve subcontracts on one or more various Tasks. In any even, however, this Agreement shall terminate upon the earliest of the following, unless extended by mutual agreement of the parties:
- The Prime Contractor's decision not to submit a proposal;
  - An official Government announcement that the Solicitation has been cancelled
  - The award of a prime contract for the subject Solicitation to a contractor's other than the Prime Contractor;
  - Mutual consent of both parties by execution of a rescission agreement; or
  - Expiration of two year after the effective date of this Agreement.
12. All notices, certificates, acknowledgments, and other documentation hereunder shall be in writing and shall be delivered to the other party as its address as follows, or to such other address as either party may, by written notice, designate to the other:

North Carolina Agricultural & Technical State University  
 1601 E. Market St.  
 Greensboro, NC 27411  
 Attn: Dr. Earnestine Psalmonds  
 Vice Chancellor for Research

Research and Development Center  
 Office of the Director  
 University of Puerto Rico at Mayaguez  
 PO Box 9001  
 Mayaguez, Puerto Rico 00681-9001

*B. A. R.*

13. This Agreement is not intended by the Parties to constitute or create a joint venture, partnership, or formal business organization or any kind, and the rights and obligations of the Parties shall be only those expressly set forth herein. Neither party shall have authority to bind the other except to the extent authorized herein.
14. The terms of this contract applies only to the phase of proposal submittal. If the proposal is awarded to the Prime Contractor any contract or subcontract will be negotiated between the parties..
15. This Agreement may not be assigned or otherwise transferred by either party, or in whole or in part, without the express prior written consent of the other party.
16. This Agreement shall not be amended or modified, nor shall any waiver of any right hereunder be effective, unless set forth in a document executed by duly authorized representatives of both the Prime Contractor and the Subcontractor. The waiver of any breach of any term, covenant, or condition herein contained shall no be deemed to be waiver of such the, covenant or condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
17. Nothing contained herein is intended to affect the rights of the Government to negotiate directly with either party hereto on any basis the Government may desire.
18. This Agreement contains all of the agreements, representations, and understandings of the Parties hereto and supersedes and replaces any and all previous understandings, commitments, or agreements, oral or written related to the award of a contract under the program set forth herein.
19. If any part, term, or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall no be affected thereby.

IN WITNESS THEREOF, the Parties hereto have executed this Agreement on the dates indicated

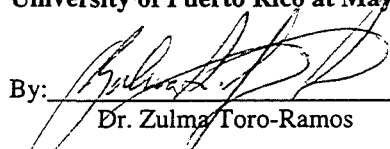
**North Carolina & Technical  
State University**

By: \_\_\_\_\_  
Dr. Earnestine Psalmonds

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**University of Puerto Rico at Mayaguez**

By:   
Dr. Zulma Toro-Ramos

Title: Chancellor

Date: \_\_\_\_\_

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