

GUIDE GSC

Teaming Agreement

Template — Federal Government Contract Pursuit

Agreement Identification

Solicitation / Opportunity	[Solicitation # / Program Name]
Customer Agency	[Department / Bureau]
Prime Contractor	[Legal name of Prime]
Subcontractor / Team Member	[Legal name of Sub]
Effective Date	[Date]
Anticipated Proposal Submission	[Date]

DRAFTING NOTE — Read before using

This template is a starting point for negotiation, not legal advice. Have qualified counsel review every executed teaming agreement. Yellow bracketed fields require completion. Drafting notes call out negotiation tradeoffs and FAR/SBA considerations.

Preamble

This Teaming Agreement (the “**Agreement**”) is entered into as of [Effective Date] (the “**Effective Date**”), by and between [PRIME CONTRACTOR LEGAL NAME], a [State] [entity type] with principal offices at [Address] (“**Prime**”), and [SUBCONTRACTOR LEGAL NAME], a [State] [entity type] with principal offices at [Address] (“**Subcontractor**”). Prime and Subcontractor are each a “**Party**” and collectively the “**Parties**”.

Recitals

WHEREAS, the United States Government, acting through [Customer Agency] (the “**Customer**”), has issued or is anticipated to issue Solicitation No. [Solicitation Number] for [brief description of program] (the “**Solicitation**”);

WHEREAS, Prime intends to submit a proposal in response to the Solicitation as the prime contractor (the “**Proposal**”), and desires to include Subcontractor as a member of its proposed team;

WHEREAS, Subcontractor possesses specialized capabilities, personnel, past performance, and other resources that complement Prime's proposed solution and increase the probability of award;

WHEREAS, the Parties wish to set forth the terms and conditions under which they will jointly pursue award of a prime contract under the Solicitation (the “Prime Contract”) and, if Prime is awarded the Prime Contract, the basis on which Subcontractor will perform a defined portion of the work as a subcontractor;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1 — PURPOSE AND SCOPE

1.1 Purpose.

The purpose of this Agreement is to (a) define the Parties' respective roles and responsibilities in pursuing the award of the Prime Contract, and (b) establish the basis on which the Parties will negotiate and execute a definitive subcontract (the “Subcontract”) in the event of award.

1.2 Capture and Proposal Activities.

The Parties shall jointly pursue the Prime Contract through capture, proposal development, customer engagement, and oral presentations. Each Party shall bear its own costs of pursuit unless otherwise agreed in writing.

1.3 No Joint Venture.

Nothing in this Agreement shall be construed to create a joint venture, partnership, agency, employer-employee relationship, or fiduciary relationship between the Parties for purposes of the Federal Acquisition Regulation (FAR), the Small Business Administration (SBA) regulations, or otherwise. Each Party is and shall remain an independent contractor.

DRAFTING NOTE — Joint venture vs. prime/sub teaming

If the relationship is a true joint venture (e.g., SBA Mentor-Protégé JV, 8(a) JV), use a separate JV Agreement compliant with 13 CFR § 125.8 / § 124.513. This template assumes a prime/subcontractor teaming arrangement under FAR 9.6.

ARTICLE 2 — ROLES, RESPONSIBILITIES, AND WORK SHARE

2.1 Prime Responsibilities.

Prime shall serve as the prime contractor and proposal manager. Prime shall (a) lead all communications with the Customer; (b) own the proposal schedule, compliance matrix, and final submission; (c) integrate Subcontractor's content into the Proposal; (d) execute the Prime Contract if awarded; and (e) administer the Subcontract.

2.2 Subcontractor Responsibilities.

Subcontractor shall (a) provide proposal content, key personnel resumes, past performance references, and pricing inputs as required; (b) participate in capture activities, color team reviews, and oral presentations as requested; (c) maintain all required certifications, registrations (including active SAM registration), and clearances; and (d) perform the work share described in Section 2.3 if award is made.

2.3 Statement of Work Allocation.

Subject to good-faith negotiation of the definitive Subcontract, the anticipated allocation of work between the Parties is set forth in Exhibit A (Statement of Work Allocation). Such allocation may be adjusted only by mutual written agreement and shall comply with applicable subcontracting limitations, including FAR 52.219-14 (Limitations on Subcontracting), where applicable.

2.4 Estimated Work Share Percentages.

Party	Anticipated Work Share (%)	Functional Area / Tasks
Prime	[____%]	[Functional areas / PWS sections]
Subcontractor	[____%]	[Functional areas / PWS sections]
Total	100%	—

DRAFTING NOTE — Subcontracting limitations

For small business set-asides, the prime must perform a minimum percentage of the work itself: 50% for services and supplies, 85% for general construction, 75% for specialty trade construction (FAR 52.219-14). Verify the work share complies before signing.

ARTICLE 3 — EXCLUSIVITY

3.1 Mutual Exclusivity.

During the term of this Agreement, neither Party shall (a) team with, propose to, or support any other entity in pursuit of the Prime Contract, nor (b) submit a competing proposal to the Customer for the Solicitation, whether as a prime, subcontractor, joint venture member, or otherwise, without the prior written consent of the other Party.

3.2 Exceptions.

The exclusivity in Section 3.1 shall not apply to (a) work outside the scope of the Solicitation, (b) ongoing contract performance with the Customer that pre-dates this Agreement, or (c) other opportunities expressly excluded in Exhibit B (Excluded Opportunities).

ARTICLE 4 — PROPOSAL COSTS AND BID & PROPOSAL EXPENSES

4.1 Each Party Bears Its Own Costs.

Each Party shall bear all of its own costs, expenses, and risks associated with capture, proposal preparation, oral presentations, and any related activities under this Agreement (collectively, “B&P Costs”). Neither Party shall be entitled to reimbursement of B&P Costs from the other Party, regardless of the award outcome.

ARTICLE 5 — SUBCONTRACT AWARD AND NEGOTIATION

5.1 Award of Subcontract.

If Prime is awarded the Prime Contract, Prime shall award Subcontractor a Subcontract for the work share described in Exhibit A, subject to (a) good faith negotiation and execution of mutually acceptable terms; (b) Customer consent if required; and (c) Subcontractor's continued ability to perform, including maintenance of required clearances, certifications, and personnel.

5.2 Negotiation Period.

The Parties shall negotiate the definitive Subcontract in good faith and shall use commercially reasonable efforts to execute the Subcontract within.

The Parties shall negotiate in good faith and execute the definitive Subcontract within **[60 days]** of award of the Prime Contract, or within such other period as mutually agreed in writing.

5.3 Subcontract Type and Pricing.

The Subcontract shall be of a type consistent with the Prime Contract type (e.g., FFP, T&M, CPFF). It shall reflect the pricing assumptions used in the Proposal, subject to negotiated adjustments for changes in scope, requirements, or rates approved by the Customer.

5.4 Failure to Reach Agreement.

If, despite good faith efforts, the Parties are unable to execute the Subcontract within the period outlined in Section 5.2, either Party may terminate this Agreement upon written notice. Prime shall remain free to satisfy the work share through alternative means, and Subcontractor shall not be entitled to damages other than as provided in Article 11.

ARTICLE 6 — REVENUE ALLOCATION AND PRICING

6.1 Anticipated Revenue Split.

Subject to negotiation of the definitive Subcontract, the anticipated allocation of contract revenue is approximately **[__%]** to Prime and **[__%]** to Subcontractor, calculated based on **[[total contract value/labor hours / functional scope]]**.

6.2 Pricing Inputs.

Subcontractor shall provide Prime with all rates, basis-of-estimate documentation, and supporting data necessary for Prime to develop the Proposal cost volume. Subcontractor's rates shall be valid through the proposal validity period outlined in the Solicitation and for a period of

Subcontractor's proposed rates shall remain valid through **[180 days]** following award, unless extended by mutual written agreement.

6.3 Fee and Profit.

Each Party shall propose its own fee or profit consistent with the cost build-up structure approved by Prime and the Customer. Neither Party shall mark up the other Party's costs without express prior written consent.

6.4 Funding and Payment Terms.

Prime shall make payment to Subcontractor in accordance with the terms of the definitive Subcontract, which shall include net payment terms no less favorable than those Prime receives from the Customer (i.e., "pay-when-paid" or better, as negotiated).

DRAFTING NOTE — Revenue split mechanics

Revenue split percentages typically track the work share, but discriminatory content, key personnel, or past performance contributions can justify deviations. Document the basis for the split in Exhibit A, so it survives staff turnover.

ARTICLE 7 — CONFIDENTIALITY AND PROPRIETARY INFORMATION

7.1 Confidential Information.

All non-public information disclosed by one Party (the “Disclosing Party”) to the other (the “Receiving Party”) in connection with this Agreement, including pricing, technical approaches, personnel data, customer intelligence, and proposal content, is “Confidential Information.” The Receiving Party shall (a) use Confidential Information solely for purposes of this Agreement; (b) restrict access to personnel with a need to know who are bound by confidentiality obligations no less protective than those in this Agreement; and (c) protect Confidential Information using at least the same degree of care it uses for its own confidential information of like kind, but no less than reasonable care.

7.2 Term of Confidentiality.

The obligations in Section 7.1 shall survive termination of this Agreement for a period of **[five (5) years]**, or longer if required by applicable law or the underlying NDA between the Parties.

7.3 Existing NDA.

If the Parties have executed a separate Non-Disclosure Agreement covering the Solicitation, the terms of that NDA shall control to the extent of any conflict with this Article 7.

7.4 Pre-Existing Intellectual Property.

Each Party retains all right, title, and interest in its pre-existing intellectual property, including any data, software, processes, methodologies, and tools developed independently of this Agreement. Nothing in this Agreement grants either Party a license to the other Party's pre-existing intellectual property except as expressly required for proposal preparation.

ARTICLE 8 — REPRESENTATIONS, WARRANTIES, AND OCI

8.1 Authority.

Each Party represents that (a) it has full corporate authority to enter into this Agreement; (b) the individual signing this Agreement has been duly authorized to do so; and (c) execution and performance of this Agreement do not violate any agreement, judgment, or law to which it is subject.

8.2 Suspension and Debarment.

Each Party represents and warrants that it is not, and to its knowledge none of its principals are, presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federal procurement actions, in accordance with FAR Subpart 9.4.

8.3 Organizational Conflicts of Interest.

Each Party represents that it has performed an organizational conflict of interest (OCI) review under FAR Subpart 9.5 and is not aware of any actual or potential OCI that would prevent its participation in the Solicitation. Each Party shall promptly notify the other if any OCI arises during the term of this Agreement.

8.4 Compliance with Law.

Each Party shall comply with all applicable federal, state, and local laws and regulations, including but not limited to the FAR, DFARS, the Procurement Integrity Act, the False Claims Act, the Anti-Kickback Act, and applicable export control laws (ITAR/EAR).

ARTICLE 9 — TERM AND TERMINATION

9.1 Term.

This Agreement shall commence on the Effective Date and shall continue until the earliest of (a) execution of the definitive Subcontract; (b) expiration of the Subcontract negotiation period outlined in Section 5.2; (c) award of the Prime Contract to a third party; (d) cancellation of the Solicitation; or (e) termination pursuant to Section 9.2.

9.2 Termination.

Either Party may terminate this Agreement (a) for material breach by the other Party, if such breach is not cured within thirty (30) days of written notice; (b) upon mutual written agreement; or (c) immediately upon written notice if the other Party becomes insolvent, files for bankruptcy, or is debarred or suspended from federal contracting.

9.3 Survival.

The obligations in Articles 4 (Proposal Costs), 7 (Confidentiality and Proprietary Information), 11 (Limitation of Liability), 12 (Dispute Resolution), and 13 (General Provisions) shall survive termination or expiration of this Agreement.

ARTICLE 10 — PUBLICITY AND PUBLIC ANNOUNCEMENTS

Neither Party shall issue any press release or public announcement concerning this Agreement, the Solicitation, or any award without the prior written consent of the other Party, except as required by applicable law or stock exchange rules. The Parties shall coordinate any communications with the Customer through Prime's designated point of contact.

ARTICLE 11 — LIMITATION OF LIABILITY

11.1 Exclusion of Indirect Damages.

EXCEPT FOR BREACHES OF ARTICLE 7 (CONFIDENTIALITY), NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS, LOST REVENUE, OR LOST BUSINESS OPPORTUNITIES, ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.2 Cap on Liability.

EXCEPT FOR BREACHES OF ARTICLE 7 (CONFIDENTIALITY), EACH PARTY'S TOTAL CUMULATIVE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED *[[USD amount or "the B&P Costs incurred by the non-breaching Party"]]*.

ARTICLE 12 — DISPUTE RESOLUTION

12.1 Negotiation.

The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement through negotiation between executives with authority to settle the dispute. Such negotiation shall commence within fifteen (15) days of written notice of the dispute.

12.2 Mediation.

If the dispute is not resolved through negotiation within thirty (30) days, the Parties shall submit the dispute to non-binding mediation administered by a mutually agreed mediator before initiating any litigation.

12.3 Governing Law and Venue.

This Agreement shall be governed by and construed in accordance with the laws of the *[State of [State]]*, without regard to conflict-of-laws principles. Any action arising out of this Agreement shall be brought exclusively in the state or federal courts located in *[[County, State]]*, and the Parties consent to the personal jurisdiction of such courts.

ARTICLE 13 — GENERAL PROVISIONS

13.1 Entire Agreement.

This Agreement, together with its Exhibits and any Non-Disclosure Agreement between the Parties, constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous understandings.

13.2 Amendment.

No amendment or modification of this Agreement shall be effective unless in writing and signed by authorized representatives of both Parties.

13.3 Assignment.

Neither Party may assign this Agreement without the prior written consent of the other Party, except in connection with a merger, acquisition, or sale of substantially all of its assets, provided the successor assumes all obligations hereunder.

13.4 Notices.

All notices under this Agreement shall be in writing and shall be delivered by hand, certified mail, or recognized overnight courier to the addresses set forth on the signature page, or by email to the addresses designated in writing by the Parties.

13.5 Severability.

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the Parties shall negotiate in good faith to replace the invalid provision with a valid one of similar economic effect.

13.6 Counterparts and Electronic Signatures.

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument. Electronic signatures and PDF copies shall have the same force and effect as original signatures.

13.7 No Third-Party Beneficiaries.

This Agreement is for the benefit of the Parties only and shall not be construed to confer any rights or remedies on any third party, including the Customer.

Signatures

IN WITNESS WHEREOF, the Parties have executed this Teaming Agreement as of the Effective Date set forth above.

PRIME CONTRACTOR — [LEGAL NAME]

By: _____

Name: _____

Title: _____

Date: _____

Notice Address: _____

Email: _____

SUBCONTRACTOR — [LEGAL NAME]

By: _____

Name: _____

Title: _____

Date: _____

Notice Address: _____

Email: _____

Exhibit A — Statement of Work Allocation

Identify the specific PWS/SOW tasks, deliverables, and labor categories assigned to each Party. Reference the Solicitation paragraph numbers for traceability.

PWS / SOW §	Task / Deliverable	Responsible Party	Anticipated LOE / Hours
[§]	[Task description]	[Prime / Sub]	[Hours or %]
[§]	[Task description]	[Prime / Sub]	[Hours or %]
[§]	[Task description]	[Prime / Sub]	[Hours or %]
[§]	[Task description]	[Prime / Sub]	[Hours or %]

Exhibit B — Excluded Opportunities

List any opportunities, contract vehicles, or customer engagements that are expressly excluded from the exclusivity obligations of Article 3.

1. [Opportunity / Vehicle]

2. [Opportunity / Vehicle]

3. [Opportunity / Vehicle]

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TEMPLATE — NOT LEGAL ADVICE. Have qualified counsel review every executed teaming agreement before signature.