THIS TEAMING ARRANGEMENT (hereinafter "this Agreement"') is made and entered into this ___ day of _____, 20_, by and between _____, with a business address at _____ and _____ with a business address at _____.

WHEREAS, the above identified parties, because of their diverse capabilities. have determined that they would benefit from a teaming arrangement between their respective organizations in order to develop the best management and technical approach to the Defense Logistics Agency ("DLA") Energy Coal-Based IDIQ procurement process, hereinafter referred to as "the Program," in response to DLA SP0604-26-R-0409 to be procured by the Government b) the award of a contract in response to a proposal submitted by the team parties; and in the event of a contract award arising out of these premises, the parties agree that _____ shall be the Prime contractor, hereinafter referred to as "the Prime," and _____ shall be the subcontractor, hereinafter referred to as "the Sub," for the particular phases of such Program as identified herein; and

WHEREAS, the Prime and the Sub have agreed as set forth in the solicitation to the responsibilities of work to be performed by the Sub on the Program; and

WHEREAS, this Agreement is entered into to enable each party to enjoy the benefits of the other party's capabilities: NOW, THEREFORE, in consideration of the mutual promises hereinafter contained, the parties hereto agree as follows:

1. Each party will work with the other in good faith to produce a proposal or proposals which will cause the selection of the Prime as a prime contractor for the Program and the acceptance by the Government of the Sub as the subcontractor for the work assigned to the Sub herein, and each party will continue to exert reasonable, good faith efforts toward this objective throughout any and all negotiations concerning a proposed contract or subcontracts which may follow the submission of such proposal or proposals.

2. It is understood that the Prime will, in any proposal which the parties submit and in all discussions with respect thereto, identify the Sub as a team member and will describe in such proposals or discussions the relationship of the parties. Any proposal shall identify the areas of endeavor, tasks, and responsibilities of the Sub, as set forth in the solicitation. Changes to the solicitation will be made by the Contracting Officer and acknowledged in writing via solicitation amendment by the Prime.

3. The Sub will furnish, for incorporation into any proposal, all proposal material pertinent to the work assigned to the Sub as defined in the solicitation.

4. The Sub will assure the reasonable availability of management and technical personnel to assist the Prime in any discussions and negotiations with the Government directed toward obtaining the award of a contract, if requested to do so, by the Prime.

5. Each party will bear all costs, risks and liabilities incurred by it arising out of its obligations and efforts under this Agreement during the preproposal and proposal periods, which are defined as the periods up to the award of a prime contract. Neither party shall have any right to any reimbursement, payment or compensation of any kind from the other during the period prior to the award of the subcontract contemplated by this Agreement.

6. The Prime will have the sole right to decide the form and content of all documents submitted to the Government. The Prime will make reasonable efforts to ensure that the Sub's data is accurately and adequately portrayed, and identified as the Sub's portion. The Prime will afford the Sub the opportunity to review, prior to proposal submission, that portion of the proposal which includes the effort to be performed by the Sub.

7. The Prime will subcontract to the Sub that portion of the work set forth in the solicitation of this Agreement, said work to be performed by the Sub in accordance with the schedules and technical specifications, if any, and at a price to be mutually agreed upon between the parties. The terms and conditions of the subcontract will be generally consistent with the terms and conditions in the prime contract. It is agreed that said terms and conditions will not conflict with Government rules, regulations and applicable law.

8. It is agreed between the parties that the Prime shall be the sole contact with potential customers or interested Government agencies concerning the Program; provided however that, in the event it becomes desirable for the Sub to contact a potential customer or interested Government agency concerning the Program, such contact shall be approved by the Prime to ensure coordination of efforts and understanding of commitments prior to such contact.

9. Although the Prime is contemplated as the sole interface with the Government, it is recognized that the Sub has continuing relations with the Government and may be the recipient of inquiries concerning the subject matter of this Agreement.

10. This Agreement shall remain in effect during the duration of the contracting period of the referenced solicitation.

11. All notices, certificates, acknowledgments and other reports hereunder shall be in writing and shall be deemed properly delivered when duly mailed by registered letter to the other party at the addresses given by each party to the other for such purposes.

12. This Agreement is not intended by the parties to constitute or create a joint venture, partnership, or formal business organization of any kind, other than a contractor team arrangement as set forth in FAR Part 9.6, 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, or to act as agent for the other. Nothing in this Agreement shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both parties.

13. 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, which consent shall not unreasonably be withheld. This consent requirement shall not apply in the event either party shall change its corporate name or merge with another corporation. This Agreement shall benefit and be binding upon the successors and assigns of the parties hereto.

14. This Agreement shall not be amended, modified or extended, 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 and the Sub. The waiver of a breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition for any subsequent breach of the same.

15. Nothing herein is intended to affect the rights of the Government to negotiate directly with either party hereto on any basis the Government may desire.

16. 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 prime contract and associated subcontracts under the Program set forth herein.

17. 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 of provisions shall not be affected thereby.

18. To the extent the obligations of the parties hereunder involve access to information classified by the U.S. Government as "Confidential" or higher, the provisions of all applicable Federal regulations shall apply. The provisions of all applicable security and export control statutes and regulations shall also apply.

19. This Agreement shall be enforced and interpreted under the laws of the United States of America.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the first date stated above.

_____	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____