**TEAMING AGREEMENT**

THIS AGREEMENT made and entered into this day\_\_\_ of\_\_\_\_\_\_\_\_, 20\_\_ , (“Effective Date”) by and between The University of Texas at San Antonio (hereinafter referred to as (“Contractor”) an academic component of The University of Texas System (“System”), located at One UTSA Circle, San Antonio, Texas 78249 , and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as “Subcontractor”) located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

WHEREAS, Contractor intends to submit a proposal as prime contractor to the Government in response to a funding opportunity (*specify solicitation or agency announcement number*:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) concerning a program entitled “\_\_\_\_\_\_\_\_\_\_” (hereinafter referred to as “the Program”); and

WHEREAS, Contractor and Subcontractor desire to combine their respective capabilities in a joint effort to submit said proposal for the Program and to complete the work required by any Program work statement in any contract (hereinafter referred to as “Prime Contract”) resulting from such proposal; and

WHEREAS, Contractor and Subcontractor desire to define their mutual rights and obligations during the preparation and submittal of said proposal and under any subsequent Prime Contract resulting therefrom, consistent with federal/state laws governing restraint of trade or competition as applicable.

NOW THEREFORE, to effect the foregoing, Contractor and Subcontractor in consideration of the mutual covenants hereinafter contained, agree as follows:

1. The proposal will be based on Contractor acting as the prime contractor to the Government for any resultant Prime Contract, and Subcontractor acting as subcontractor to Contractor, furnishing support under the Program.

2. Contractor will prepare and submit its proposal to the Government with assistance from Subcontractor. Details and formats for this assistance will be provided separately. An employee of Contractor, (“Contractor’s Investigator”), \_\_\_\_\_\_\_\_\_\_\_\_, shall supervise the preparation of the proposal.

3. Contractor will recognize and identify Subcontractor in its proposal and use its diligent efforts to secure Government approval of the use of Subcontractor in the Program. Contractor will keep Subcontractor fully advised of any changes which affect its area of responsibility.

4. In the event Contractor is awarded the Contract contemplated by the Program, it is agreed that Contractor and Subcontractor will, in good faith, proceed in a timely manner to negotiate a mutually acceptable subcontract(s) (“Subcontract”) for work described in a responsible technical/cost proposal prepared by Subcontractor, unless otherwise directed by the Government. The Subcontract shall embody, among other provisions, those terms and conditions of the Prime Contract which must be passed on to Subcontractor in order to comply with such Prime Contract. The Subcontract will be negotiated at a fair and reasonable price(s) to be established after cost or price analysis in accordance with the requirements of the applicable Government procurement regulation. In the event that negotiations with the Government result in a substantial reduction of Subcontractor’s area of responsibility from that proposed by Contractor, Subcontractor shall have prior opportunity to consult with Contractor and review the effect of and concur with such reduction or revision before settlement with the Government. It is understood between Contractor and Subcontractor that any such Subcontract will be subject to the approval of the Contracting Officer of the procuring authority of the United States Government, regardless of the provisions hereof.

Each party shall exert its diligent efforts toward the successful performance of the Prime Contract contemplated by the Program assuming award of the Prime Contract and the Subcontract to the parties hereto, and shall provide appropriate and high quality managerial, marketing, advisory, technical, and other personnel to perform and support such contracts.

5. LIMITATIONS ON USE OF DATA AND INFORMATION

1. 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:
	1. is not disclosed in writing or reduced to writing and marked with an appropriate confidentiality legend within thirty (30) days after disclosure;
	2. is already in the recipient party's possession at the time of disclosure;
	3. is or later becomes part of the public domain through no fault of the recipient party;
	4. is received from a third party having no obligations of confidentiality to the disclosing party;
	5. is independently developed by the recipient party; or
	6. is required by law, court order, or regulation to be disclosed.
2. 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:

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

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

(3) 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, estoppel, or otherwise, any license under any invention or patent now or hereafter owned or controlled by the party furnishing the same.

6. RIGHTS IN INVENTIONS

Inventorship of any invention will be determined by United States patent laws and ownership will follow inventorship. 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.

7. Neither party will reference the other in a press release or any other oral or written statement intended for use in the public media in connection with the Program and its results, except as required by the Texas Public Information Act or other law or regulation. Contractor, however, may acknowledge Subcontractor's support of the Program in scientific or academic publications or communications without Subcontractor's prior approval. In any permitted statements, the parties shall describe the scope and nature of their participation accurately and appropriately.

8.The Board of Regents of The University of Texas System owns all rights to the name, logos, trademarks, and symbols of Contractor (“Contractor Marks”).  Any use of Contractor Marks by Subcontractor must have prior written approval of Contractor, and any use of Contractor Marks for the purpose of Subcontractor’s financial benefit outside the delineated uses found in this Agreement must be pursuant to a license issued by the appropriate System office identified by Contractor. In conjunction with this Agreement, Subcontractor may use Contractor Marks solely for the completion of its obligations and execution of rights granted herein, and only in accordance with the terms of this Agreement, including but not limited to, the prior written approvals set forth above.  The parties acknowledge that once Contractor approves Subcontractor’s use of a Contractor Mark in accordance with the terms of this Agreement, such approval shall be deemed granted throughout the term of the Agreement, provided that Subcontractor’s future use of the specific approved Contractor Mark remains within the parameters of the original Contractor approval. Subcontractor acknowledges and agrees that Contractor shall not be responsible for any non-performance, or any delay in performance, on the part of Subcontractor caused by any failure or unreasonable delay in receiving approvals for use of Contractor Marks as provided in this Section.

9. All communication relating to this Agreement shall be directed only to the specific person designated to represent Contractor and Subcontractor on the Program. Each of the parties to this Agreement shall appoint one (1) technical and one (1) administrative representative. These appointments shall be kept current during the period of this Agreement. Communications which are not properly directed to the persons designated to represent Contractor and Subcontractor shall not be binding upon Contractor or Subcontractor.

All technical notices shall be addressed to:

As to Contractor:

Name:

The University of Texas at San Antonio

One UTSA Circle

San Antonio, Texas 78249

Phone:

As to Subcontractor:

Name:

Organization:

Address:

City, Sate Zipcode

Phone:

All administrative notices shall be addressed to:

As to Contractor:

Research Service Center for\_\_\_\_\_\_\_\_

Attn: RSC Director, (Name)

The University of Texas at San Antonio

One UTSA Circle

San Antonio, Texas 78249

As to Subcontractor:

Name:

Organization:

Address:

City, State Zipcode

Phone:

10. Except for the conditions expressed in Article 5 hereof, this Agreement, which is effective upon the date of its execution by the last of the signatory parties hereto, shall automatically expire and be deemed terminated effective upon the date of the happening or occurrence of any one of the following events or conditions, whichever shall first occur:

a. Official Government announcement or notice of the cancellation of the Program.

b. The receipt by Contractor of written notice from the Government that it will not award the Prime Contract for the Program to Contractor.

c. The receipt by Contractor of official Government notice that Subcontractor will not be approved as a major subcontractor under the Prime Contract on the Program or that substantial areas of Subcontractor’s proposed responsibility have been eliminated from the requirements.

d. Award of a Subcontract to Subcontractor by Contractor for its designated portion of the Program.

e. Mutual agreement of the parties to terminate the Agreement.

f. The expiration of a one (1) year period commencing on the Effective Date of this Agreement unless such period is extended by mutual agreement of the parties.

11. This Agreement pertains only to the proposal relating to the Program and to no other joint or separate effort undertaken by Contractor or Subcontractor. The parties hereto shall be deemed to be independent contractors and the employees of one party shall not be deemed to be employees of the other. This Agreement shall not constitute, create, or in any way be interpreted as a joint venture, partnership, agency relationship or formal business organization of any kind.

12. 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.

13. This Agreement shall not preclude either party from bidding or contracting independently from the other on any Government or industry program which may develop or arise in the general area of business related to this Agreement or in any other area.

14. This Agreement contains the entire agreement of the parties and cancels and supersedes any previous understanding or agreement related to the Program, whether written or oral. All changes or modifications to this Agreement must first be agreed to in writing between the parties.

15. Each party to this Agreement will bear its respective costs, risks, and liabilities incurred by it as a result of its obligations and efforts under this Agreement. Therefore, neither Contractor nor Subcontractor shall have any right to any reimbursement, payment, or compensation of any kind from each other during the period prior to the award and execution of any resulting Subcontract between Contractor and Subcontractor for the Program.

16. It is understood that both parties are subject to U.S. laws and regulations controlling the export of certain items, commodities, defense articles, Proprietary Information, proprietary technical data or source code, collectively hereafter referred to as “Items.”  Each party is obligated to comply with applicable U.S. export laws and regulations (including the Arms Export Control Act, as amended, and the Export Administration Act of 1979). Prior to providing any Items which are subject to U.S. export laws and regulations, and prior to furnishing any Items where oral instruction or inspection may disclose technical data subject to such export controls, the disclosing party shall notify receiving party’s export control officer in writing of the Items and applicable export controls. Receiving party shall have the right to decline or limit the receipt of such Items, and any task requiring receipt of such Items. The transfer of Items may require a license from the cognizant agency of the U.S. government. The parties agree to cooperate in securing any license which the cognizant agency deems necessary in connection with this Agreement. For cases whereby Contractor is the receiving party, recipients of Confidential Information disclosed to Contractor by Subcontractor for the purposes hereunder may include, but are not limited to, the individual person(s) identified in the attached Exhibit A**.**

17. Either party hereto is authorized to disclose the terms and conditions of this Agreement to appropriate Government officials upon their request.

18. In the event a Prime Contract is not awarded to Contractor as a result of a proposal each party will, at the request of the other party, return all materials such as, but not limited to, those that are written, printed, drawn, or reproduced, to the originating party, provided however, that either party may retain one copy of the materials in a secure manner solely for the purpose of monitoring compliance with this Agreement.

19. This Agreement may be signed in counterparts, which together shall constitute one agreement. Facsimile, electronic and PDF signatures shall be deemed originals.

20. This Agreement shall be governed by, construed, and enforced in accordance with the internal laws of the State of Texas.

21. Contractor and Subcontractor do hereby accept and are duly bound to uphold the terms of this Agreement upon signature below by their respective authorized representatives.

**THE UNIVERSITY OF TEXAS AT SAN ANTONIO**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Cory R.A. Hallam, Ph.D.
Assistant VP & Chief Commercialization Officer, Office of Commercialization and Innovation

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

**SUBCONTRACTOR**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

**Exhibit A**

**Acknowledgement Of Contact Person for The University Of Texas at San Antonio (UTSA):**

I have read the Agreement and its Terms and Conditions and understand my obligations, including that if any Confidential Information to be exchanged is export-controlled, I will consult with the UTSA Office of Research Integrity (ORI) *before* any export-controlled Confidential Information is disclosed. As the UTSA Contact Person, I agree I will not take possession or control of any export-controlled Confidential Information without prior approval from ORI, which is the UTSA office responsible for export controls compliance. I will not ever access, use, file, store, or maintain export-controlled Confidential Information related to this contract on any computer or other electronic medium that I personally own, and I will only use UTSA facilities, including physical desk or file storage and/or computer hard disks and/or other electronic medium owned or maintained by UTSA, to file, store, or maintain export-controlled Confidential Information after obtaining approval from ORI.

Signature:

Date:

Printed Name:

Title:

Are you a citizen or permanent resident of the U.S.? ❑ Yes ❑ No

*Additional UTSA Individual Acknowledgement*: To be signed by each additional UTSA individual with access to the Confidential Information of another party.

Complete below or if not applicable, check here: ❑ “Not applicable at this time”

I have read the Agreement and its Terms and Conditions and understand my obligations, including that if Confidential Information to be exchanged is export-controlled, I will consult with the UTSA Office of Research Integrity named above and *before* the disclosure of any export-controlled Confidential Information. As a UTSA individual with access to the export-controlled Confidential Information, I agree I will not use UTSA facilities, including physical desk or file storage and/or computer hard disks and/or other electronic medium owned or maintained by UTSA, to file, store, or maintain export-controlled Confidential Information without prior approval from ORI, which is responsible for export controls compliance.

Signature:

Printed name:

Are you a citizen or permanent resident of the U.S.? ❑ Yes ❑ No

Signature:

Printed name:

Are you a citizen or permanent resident of the U.S.? ❑ Yes ❑ No

Signature:

Printed name:

Are you a citizen or permanent resident of the U.S.? ❑ Yes ❑ No

Signature:

Printed name:

Are you a citizen or permanent resident of the U.S.? ❑ Yes ❑ No