UNIVERSITY OF CINCINNATI

TEAMING AGREEMENT

THIS TEAMING AGREEMENT, made and effective as of the date of last signing (herein the "Effective Date"), is made and entered by and between the University of Cincinnati, a state institution of higher education organized under Section 3361 of the Ohio Revised Code, on behalf of the College of _____, Department of _____, hereinafter referred to as the "Prime Contractor" and _____, hereinafter referred to as the "Subcontractor."

WHEREAS, the Prime Contractor intends to submit a proposal to _____________, hereinafter referred to as the "Government" resulting from solicitation _____________, hereinafter referred to as the "Program," and

WHEREAS, the Prime Contractor and the Subcontractor desire to define their mutual rights and obligations during the submittal of said proposal and any subsequent subcontract resulting therefrom,

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

1. The proposal will be based on the University of Cincinnati being the Prime Contractor to the Government of any resultant contract, and _____ being a Subcontractor to the University of Cincinnati for furnishing support described in Exhibit A during the above Program. The University of Cincinnati will provide the Proposal Manager and, in the event of contract award, the Program Manager.

2. The Prime Contractor will prepare the proposal, integrate the data provided by the Subcontractor, and submit the proposal to the Government. The Prime Contractor will consult with the Subcontractor on decisions affecting Subcontractor input, but the ultimate responsibility for proposal content shall be with the Prime Contractor.
   a. In the proposal, the Prime Contractor will identify the work to be contributed by the Subcontractor and will indicate the Subcontractor's responsibility for the completion of such work.
   b. Subcontractor will provide suitably qualified personnel to support the preparation of the proposal to be submitted to the Government for the Program by (i) preparing and submitting to the Prime Contractor data applicable to stipulations set forth in Statement of Work, as required for use in preparation of said proposal and (ii) providing all reasonable assistance to the Prime Contractor in preparation of the proposal.

3. The Prime Contractor will specifically identify the Subcontractor in its proposal and will use its best efforts to secure Government approval of the use of the proposed Subcontractor for this Program. The Prime Contractor will keep the Subcontractor fully advised of any change that may affect the Subcontractor's area of responsibility.

4. This Teaming Arrangement is non-exclusive.

5. This Teaming Agreement shall not preclude either party from bidding or contracting independently from the other on any government or industry program that may develop or arise in the general area of business related to this Teaming Agreement.
6. Each party to this Teaming Agreement will bear its respective costs, risks, and liabilities incurred by it as a result of its obligations and efforts under this Agreement. Neither the Prime Contractor nor the Subcontractor shall have any right against the other to receive any reimbursement, payment, or compensation of any kind for work performed during the period prior to the award and execution of any resulting subcontract between the Prime Contractor and the Subcontractor for the Program and work described in this Teaming Agreement.

7. Within a reasonable time after prime contract award, the parties will in good faith negotiate a subcontract for the work identified as the Subcontractor's responsibility, provided that:

a. The Prime Contractor is awarded a prime contract for the Program that includes said work as an element thereof.

b. The Program Statement of Work is not substantially changed by the Government, so as to delete those tasks set forth in Exhibit A hereto, thereby negating the need for this Teaming Agreement.

c. Should the timing of contract award preclude the timely development and negotiation of a subcontract, the Prime Contractor will authorize to the Subcontractor pre-contract costs for a period not to exceed 60 days for work until negotiation of a subcontract is completed. If a Task Order contract is awarded, the same procedures will apply to each task order.

d. The subcontract will embody, among other provisions, those terms and conditions of the Prime Contract which must be passed on to the Subcontractor in order to comply with such Prime Contract. Without restricting the terms and conditions of the subcontract, any subcontract will contain provisions passing down all contract provisions required by the Federal Acquisition Regulations (FAR) to be included in a subcontract.

e. It is understood between the Prime Contractor and the 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.

8. Limitations on Use of Data and Information

a. The parties anticipate that it may be necessary for either to transfer to the other technical information of a confidential and proprietary nature, including, but not limited to, technical data, know-how, trade secrets, computer programs, and business practices (hereinafter "Information"). The purpose of this exchange is to facilitate research collaboration and/or technology transfer between the parties. The Information will be transferred in writing and marked Proprietary. Information disclosed verbally will be confirmed in writing, marked Proprietary, and forwarded to the receiving party, within thirty (30) days of such disclosure.

b. Each of the parties agrees that it will not disclose the Information to third parties and will maintain the Information in confidence, exercising at least the same degree of care used to protect its own confidential and proprietary information. The parties agree to use such Information only for the purposes contemplated under this Teaming Agreement. Disclosures of such Information shall be restricted to those employees of a party who are directly participating in work involving the other party hereto. Both parties agree to obtain the agreement of those employees to protect the confidentiality of such Information.

c. The limitations on disclosure or use of the Information shall not apply to, and neither party shall be liable for disclosure or use of Information which is:
i. To the extent that such Information was known to the recipient from sources other than the originator prior to its disclosure hereunder, and this is demonstrably documented in written records made by recipient prior to such disclosure; or

ii. To the extent that such Information in fact is public knowledge prior to or after its disclosure, other than through acts or omissions attributable to the recipient; or

iii. To the extent that such Information was disclosed or provided to the recipient by a third party who did not derive such information from the originator; or

iv. To the extent that disclosure is required by law, provided, however, that the disclosing party shall promptly notify the other originating party in advance of releasing any Information and use its best efforts to delay release of the information for a reasonable time if the originating party represents that it intends at its own cost and expense to seek judicial relief from disclosure.

d. Neither the execution and delivery of this Teaming Agreement, nor the furnishing of any Information by either party, shall be construed as granting to the other party, either expressly, by implication, or otherwise, any license under any Information disclosed hereunder or under any invention, patent, trademark, or copyright now or hereafter owned or controlled by the party furnishing the Information.

e. The parties agree that Information furnished hereunder shall comply with the laws and regulations of the United States of America, including but not limited to, the Export Administration Regulations of the Bureau of Industry and Security, U.S. Department of Commerce, the International Traffic In Arms Regulations of the Office of Defense Trade Controls, U.S. Department of State, and the Specially Designated Nationals, Blocked Persons and sanctioned countries of the Office of Foreign Assets Control, U.S. Treasury.

f. Each party will designate in writing one or more individuals within its organization as the only point(s) for receiving proprietary or confidential information exchanged between the parties pursuant to this Teaming Agreement.

9. Neither party shall issue a news release, public announcement, advertisement, or any other form of publicity concerning its efforts in connection with this Teaming Agreement without obtaining prior written approval from the other party. In the event such approval is granted, any resulting form of publicity shall give full consideration to the role and contributions of the other party.

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

11. This Agreement, which is effective upon the date of its execution, 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. Receipt by the Prime Contractor of written notice from the Government that it will not award to it a contract for this Program.
c. Receipt of official Government notice that the proposed Subcontractor will not be approved as a major subcontractor under a contract to the Prime Contractor on this Program, or that substantial areas of the Subcontractor's proposed responsibility have been eliminated from the requirements.

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

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

f. Expiration of one-year period commencing on the date of this Agreement, except as such period may be extended by mutual agreement of the parties.

12. This Agreement shall relate only to the proposal relating to this Program and to no other effort undertaken by Prime Contractor or the Subcontractor jointly or separately. The parties hereto shall be deemed to be independent contractors, and the employees of one shall not be deemed to be employees of the other.

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.

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

15. This Agreement shall be governed by the laws of the State of Ohio, exclusive of Ohio law relating to the choice of law.

IN WITNESS WHEREOF, the Parties have executed this AGREEMENT through their duly authorized representatives.

UNIVERSITY OF CINCINNATI

BY: ___________________________ BY: ___________________________
NAME: ___________________________ NAME: ___________________________
TITLE: ___________________________ TITLE: ___________________________
DATE: ___________________________ DATE: ___________________________
EIN: 31-6000989 EIN: ___________________________
DUNS No. 04106-4767 DUNS No. ___________________________
PI: ___________________________ PI: ___________________________