



DOMINUS GRAY, LLC

Securing Access to Opportunity

Teaming Agreement for Federal Contract Pursuit

Joint Venture / Prime-Subcontractor Teaming Arrangement

PREPARED FOR

[PARTY B / TEAM MEMBER COMPANY NAME]

[AGREEMENT DATE]

Document ID: DG-TA-2026-[XXX]

CONFIDENTIAL — DO NOT DISTRIBUTE

Service-Disabled Veteran-Owned Small Business

IMPORTANT LEGAL NOTICE

This template is provided for informational purposes and should be reviewed by legal counsel experienced in federal procurement before execution. Dominus Gray, LLC makes no representations or warranties regarding the legal sufficiency of this template for any specific transaction. Each teaming arrangement should be tailored to the specific requirements of the opportunity and the parties involved.

Teaming Agreement

This Teaming Agreement ("Agreement") is entered into as of [EFFECTIVE DATE] ("Effective Date") by and between:

PARTY A — TEAM LEAD

[PARTY A / TEAM LEAD FULL LEGAL NAME]

Address: [PARTY A ADDRESS]

CAGE Code: [PARTY A CAGE CODE] | UEI: [PARTY A UEI NUMBER] | DUNS: [PARTY A DUNS NUMBER]

AND

PARTY B — TEAM MEMBER

[PARTY B / TEAM MEMBER FULL LEGAL NAME]

Address: [PARTY B ADDRESS]

CAGE Code: [PARTY B CAGE CODE] | UEI: [PARTY B UEI NUMBER] | DUNS: [PARTY B DUNS NUMBER]

Each individually referred to as a "Party" and collectively referred to as the "Parties."

1. Recitals / Background

WHEREAS, the Parties desire to establish a teaming arrangement for the purpose of jointly pursuing and performing under one or more federal government contracts, task orders, or blanket purchase agreements;

WHEREAS, [PARTY A / TEAM LEAD] intends to serve as the prime contractor and submit a proposal to the United States Government in response to:

Solicitation / Opportunity Details

Solicitation Number: [CONTRACT/SOLICITATION NUMBER]

Title: [SOLICITATION TITLE / PROGRAM NAME]

Issuing Agency: [CONTRACTING AGENCY / DEPARTMENT]

WHEREAS, [PARTY B / TEAM MEMBER] possesses specialized capabilities, past performance, and/or key personnel that complement the Team Lead's qualifications and enhance the competitive positioning of the team;

WHEREAS, both Parties are registered in the System for Award Management (SAM.gov) and maintain active entity registrations with the required certifications and representations;

WHEREAS, both Parties desire to set forth the terms and conditions under which they will collaborate on the proposal, and if awarded, perform the resulting contract;

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

2. Definitions

For purposes of this Agreement, the following terms shall have the meanings set forth below:

"Teaming Agreement" or "Agreement"

This document, including all exhibits, attachments, and amendments hereto, which establishes the terms and conditions of the teaming arrangement between the Parties.

"Team Lead" or "Prime Contractor"

[PARTY A / TEAM LEAD], the Party designated to submit the proposal to the Government, serve as the prime contractor if awarded, and bear primary responsibility for contract performance and administration.

"Team Member" or "Subcontractor"

[PARTY B / TEAM MEMBER], the Party that will provide specific capabilities, personnel, and/or past performance in support of the proposal and, if awarded, perform designated work under a subcontract issued by the Team Lead.

"Opportunity"

The federal government solicitation, contract, task order, blanket purchase agreement, or other procurement action identified in the Recitals section of this Agreement, including any amendments or modifications thereto.

"Subcontract"

The formal agreement to be negotiated between the Parties following contract award, under which the Team Member will perform its designated work share as a subcontractor to the Team Lead.

"Work Share"

The allocation of contract scope, functional responsibilities, and/or percentage of total contract value between the Parties as described in Section 6 of this Agreement.

"Proprietary Information"

Any and all confidential, proprietary, or trade secret information disclosed by either Party to the other in connection with this Agreement, including but not limited to technical data, pricing information, business strategies, cost structures, personnel information, past performance data, and proposal content. Proprietary Information shall be marked as specified in Section 9.

"Key Personnel"

Individuals identified by either Party as critical to proposal competitiveness or contract performance, including program managers, technical leads, subject matter experts, and other personnel whose qualifications are material to the teaming arrangement.

3. Purpose and Scope

• 3.1 Purpose

The purpose of this Agreement is to establish the terms and conditions under which the Parties will collaborate to:

- Jointly develop and submit a competitive proposal in response to the Opportunity identified herein;
- Leverage the combined capabilities, past performance, certifications, and key personnel of both Parties to maximize the probability of contract award;
- Define the respective roles, responsibilities, and work share allocation between the Parties;
- Establish a framework for negotiating a definitive subcontract agreement upon contract award.

• 3.2 Scope of Collaboration

This Agreement covers the following scope of collaboration between the Parties:

- **Section 1** Specific Solicitation Only — This Agreement applies solely to the Opportunity identified in Section 1.
- **Section 1** General Teaming — This Agreement applies to all opportunities within: [NAICS CODE(S) / FUNCTIONAL AREA(S)].
- **Section 1** Multiple Solicitations — As listed in Exhibit A attached hereto.

Nothing in this Agreement shall be construed as a commitment by the Government to award a contract, nor shall it create any obligation on the part of either Party to enter into a subcontract except as expressly provided herein.

4. Roles and Responsibilities

4.1 Team Lead Responsibilities

[PARTY A / TEAM LEAD] shall serve as the prime contractor and shall be responsible for the following:

- Serve as the single point of contact with the Contracting Officer and Government representatives;
- Lead and manage all aspects of proposal development, including compliance review, pricing strategy, and submission;
- Administer the prime contract upon award, including all reporting, invoicing, and contractual correspondence with the Government;
- Issue and administer the subcontract to the Team Member in accordance with the terms of this Agreement;
- Ensure flow-down of applicable federal contract clauses and requirements to the Team Member;
- Coordinate all program management activities, including schedule management, risk mitigation, and quality assurance;
- Represent the team in all Government-facing meetings, reviews, and audits unless otherwise agreed;
- Ensure compliance with all applicable small business subcontracting plan requirements;
- Make timely payments to the Team Member in accordance with the subcontract terms and FAR 52.219-8, if applicable.

4.2 Team Member Responsibilities

[PARTY B / TEAM MEMBER] shall be responsible for the following:

- Provide technical expertise, capabilities, and solutions for the designated work share areas;
- Furnish relevant past performance information, contract references, and CPARS data for proposal inclusion;
- Identify and commit Key Personnel for both proposal development and contract performance;
- Provide cost/pricing data for the Team Member's work share in a timely manner for proposal preparation;

- Support proposal development activities including writing, review sessions, and orals preparation as applicable;
- Perform the designated work share in accordance with the subcontract terms, statement of work, and quality standards;
- Maintain all necessary certifications, clearances, and registrations required for contract performance;
- Comply with all flow-down clauses and requirements from the prime contract;
- Provide timely status reports and deliverables as required by the Team Lead.

5. Work Share Allocation

5.1 Allocation

The Parties agree to the following preliminary work share allocation, subject to adjustment during proposal development and subcontract negotiations:

TEAM LEAD
 [PARTY A / TEAM LEAD]

[X]%
 of Total Contract Value

TEAM MEMBER
 [PARTY B / TEAM MEMBER]

[Y]%
 of Total Contract Value

5.2 Functional Allocation

In addition to (or in lieu of) the percentage allocation above, the Parties may define work share by functional area:

Team Lead Functional Areas:

[DESCRIBE TEAM LEAD FUNCTIONAL RESPONSIBILITIES — e.g., Program Management, Systems Engineering, Integration & Testing, Logistics Support]

Team Member Functional Areas:

[DESCRIBE TEAM MEMBER FUNCTIONAL RESPONSIBILITIES — e.g., Cybersecurity Operations, Cloud Migration, Help Desk Support, Training Development]

5.3 Adjustments

The work share allocation set forth herein is preliminary and subject to adjustment based on the final solicitation requirements, best value considerations, and mutual agreement of the Parties. Any material change to the work share allocation (defined as a change of more than [5]% of total contract value) shall require written amendment to this Agreement.

6. Proposal Development

6.1 Proposal Cost Sharing

The Parties agree to share the costs of proposal preparation as follows:

- Each Party bears its own proposal preparation costs.
- Proposal costs shared: [X]% Team Lead / [Y]% Team Member.
- Other arrangement: [DESCRIBE COST SHARING ARRANGEMENT]

6.2 Bid/No-Bid Decision

The Team Lead shall make the final bid/no-bid decision after consultation with the Team Member. In making this decision, the Team Lead shall consider:

- Competitive landscape and probability of win (Pwin) assessment;
- Alignment with both Parties' strategic business objectives and capabilities;
- Availability of Key Personnel and required resources;
- Risk assessment including contract terms, funding profile, and technical complexity;
- Input and recommendations from the Team Member.

6.3 Proposal Development Process

The Parties agree to the following proposal development framework:

- The Team Lead shall establish the proposal schedule, compliance matrix, and writing assignments;
- The Team Member shall provide all requested inputs within the deadlines established by the Team Lead;
- Both Parties shall participate in color team reviews (Pink, Red, Gold) as scheduled by the Team Lead;
- The Team Lead shall have final authority over all proposal content and pricing strategy;
- Neither Party shall disclose proposal content or pricing to any third party without written consent of the other Party.

7. Subcontract Terms

7.1 Intent to Subcontract

Upon award of the Opportunity to the Team Lead, the Team Lead agrees to negotiate in good faith a definitive subcontract with the Team Member for the performance of the Team Member's designated work share. The Parties acknowledge that this Agreement

constitutes an agreement to negotiate, not a binding subcontract.

• 7.2 Negotiation Timeline

The Parties agree to commence subcontract negotiations within [15] business days of contract award notification and to execute a definitive subcontract within [60] calendar days of contract award, unless extended by mutual written agreement.

• 7.3 Subcontract Type

The subcontract type shall be consistent with the prime contract type and may include:

- | | |
|---|---|
| <input type="checkbox"/> Firm-Fixed-Price (FFP) | <input type="checkbox"/> Cost-Plus-Fixed-Fee (CPFF) |
| <input type="checkbox"/> Time-and-Materials (T&M) | <input type="checkbox"/> Cost-Plus-Incentive-Fee (CPIF) |
| <input type="checkbox"/> Labor-Hour (LH) | <input type="checkbox"/> Cost-Plus-Award-Fee (CPAF) |
| <input type="checkbox"/> Other: [SPECIFY CONTRACT TYPE] | |

• 7.4 Flow-Down Requirements

The definitive subcontract shall include the flow-down of all applicable federal contract clauses, including but not limited to:

- FAR 52.219-8 — Utilization of Small Business Concerns
- FAR 52.222-26 — Equal Opportunity
- FAR 52.222-35 — Equal Opportunity for Veterans
- FAR 52.222-36 — Equal Opportunity for Workers with Disabilities
- FAR 52.244-6 — Subcontracts for Commercial Products and Commercial Services
- DFARS 252.204-7012 — Safeguarding Covered Defense Information and Cyber Incident Reporting
- DFARS 252.227-7013/7014 — Technical Data and Computer Software rights clauses, as applicable
- All other clauses required by the prime contract or applicable law to be flowed down to subcontractors.

• 7.5 Payment Terms

The Team Lead shall make payment to the Team Member within [30] calendar days of receipt of a proper invoice. If the prime contract is subject to the Prompt Payment Act, the Team Lead shall comply with the requirements of FAR 52.232-33 or equivalent.

8. Proprietary Information Protection

8.1 Mutual Non-Disclosure

Each Party agrees to protect the Proprietary Information of the other Party with the same degree of care it uses to protect its own proprietary information, but in no event less than a reasonable degree of care. The Parties may incorporate by reference or attach a separate Mutual Non-Disclosure Agreement as Exhibit B.

8.2 Permitted Use

Proprietary Information received from either Party shall be used solely for the purposes of this Agreement — specifically, proposal preparation and, if awarded, contract performance. Neither Party shall use the other Party's Proprietary Information for any other purpose without prior written consent.

8.3 Marking Requirements

All Proprietary Information disclosed in written or electronic form shall be clearly marked with one of the following legends:

Required Markings

- "PROPRIETARY — [COMPANY NAME] — NOT FOR DISTRIBUTION"
- "CONFIDENTIAL — SUBJECT TO TEAMING AGREEMENT DATED [DATE]"
- "TRADE SECRET — [COMPANY NAME] — DO NOT COPY OR DISTRIBUTE"

Information disclosed orally shall be identified as proprietary at the time of disclosure and confirmed in writing within [10] business days.

8.4 Return of Materials

Upon termination or expiration of this Agreement, or upon written request by the disclosing Party, the receiving Party shall:

- Return or destroy all Proprietary Information received from the disclosing Party;
- Certify in writing the return or destruction of all such materials;
- Delete all electronic copies from its systems, including backups, within [30] calendar days;
- Retain only such copies as may be required by law or regulation, subject to continuing confidentiality obligations.

8.5 Survival

The obligations of confidentiality and non-disclosure set forth in this Section shall survive

termination or expiration of this Agreement for a period of [5] years.

9. Exclusivity

9.1 Exclusivity Election

The Parties agree that this teaming arrangement is:

EXCLUSIVE — Neither Party shall team with, participate in, or submit a proposal with any other party for the Opportunity identified in this Agreement.

NON-EXCLUSIVE — Either Party may participate in other teaming arrangements for the same opportunity, provided such participation does not violate the confidentiality provisions of this Agreement.

9.2 Non-Compete Provisions

If the Parties have selected the EXCLUSIVE option above, the following non-compete provisions shall apply:

- Neither Party shall, directly or indirectly, submit or participate in a competing proposal for the Opportunity;
- Neither Party shall solicit or recruit Key Personnel identified by the other Party for this teaming arrangement during the term of this Agreement and for [12] months following termination;
- Neither Party shall use Proprietary Information received from the other Party to compete for the Opportunity independently or with another team;
- Violation of this exclusivity provision shall entitle the non-breaching Party to seek injunctive relief and damages.

10. Small Business Considerations

SDVOSB SET-ASIDE COMPLIANCE

If this Opportunity is set aside for Service-Disabled Veteran-Owned Small Businesses (SDVOSB) or any other small business category, the Parties shall ensure full compliance with all applicable SBA regulations, including performance requirements under 13 CFR 125.6.

10.1 Small Business Set-Aside Compliance

If the Opportunity is set aside for small business concerns, the Parties agree to the

following:

- The prime contractor shall comply with the applicable limitations on subcontracting (13 CFR 125.6) and shall perform at least [50]% of the cost of contract performance incurred for personnel with its own employees (for services contracts);
- Both Parties shall accurately represent their size status, socioeconomic certifications, and NAICS code qualifications;
- The Team Lead shall report subcontracting data in the Electronic Subcontracting Reporting System (eSRS) as required.

• 10.2 Mentor-Protégé Provisions

If the Parties are participants in an SBA-approved Mentor-Protégé arrangement or a DoD Mentor-Protégé Program:

- The mentor-protégé relationship and any associated benefits shall be documented in a separate mentor-protégé agreement;
- Joint venture submissions under the SBA's All Small Mentor-Protégé Program shall comply with 13 CFR 121.103(h) and 125.8;
- Any joint venture entity formed shall be separately registered in SAM.gov with its own UEI number.

• 10.3 Subcontracting Plan

If the Team Lead is other than a small business concern, the Team Lead shall submit a subcontracting plan in accordance with FAR 19.704 that includes the Team Member's work share and commits to the small business subcontracting goals established by the contracting activity.

11. Term and Termination

• 11.1 Effective Date and Duration

This Agreement shall become effective as of the Effective Date set forth above and shall remain in effect until the earliest of:

- [24] months from the Effective Date, unless extended by mutual written agreement;
- Award of the Opportunity to a third party (non-award to this team);
- Cancellation or withdrawal of the Opportunity by the Government;
- Completion of all obligations under the resulting prime contract and subcontract;
- Termination by either Party in accordance with this Section.

• 11.2 Termination for Convenience

Either Party may terminate this Agreement for convenience by providing [30] calendar

days written notice to the other Party, provided that:

- If a proposal has been submitted, the terminating Party shall remain bound by the confidentiality provisions;
- If a contract has been awarded, termination of this Agreement shall not relieve either Party of its obligations under the prime contract or subcontract;
- The terminating Party shall cooperate in an orderly transition of any pending work or commitments.

• 11.3 Termination for Cause

Either Party may terminate this Agreement immediately upon written notice if the other Party:

- Materially breaches any provision of this Agreement and fails to cure such breach within [15] calendar days of written notice;
- Becomes insolvent, files for bankruptcy, or is the subject of proceedings under any bankruptcy or insolvency law;
- Is suspended, debarred, or declared ineligible for federal contracting;
- Loses a required certification, clearance, or registration necessary for contract performance;
- Is found to have made a material misrepresentation regarding its capabilities, past performance, or certifications.

• 11.4 Effect of Termination

Upon termination of this Agreement, the following provisions shall survive: Section 8 (Proprietary Information Protection), Section 9 (Non-Compete, if applicable), Section 12 (Dispute Resolution), and Section 13 (General Provisions, to the extent applicable).

12. Dispute Resolution

The Parties agree to resolve any disputes arising out of or relating to this Agreement through the following escalation process:

<p>STEP 1 Negotiation</p> <p>Senior executives of both Parties shall meet within [10] business days to negotiate a resolution in good faith.</p>	<p>STEP 2 Mediation</p> <p>If unresolved within [30] days, the Parties shall submit the dispute to non-binding mediation under the rules of [AAA/JAMS].</p>	<p>STEP 3 Arbitration</p> <p>If mediation fails, the dispute shall be resolved by binding arbitration in [CITY, STATE] under [AAA/JAMS] Commercial Rules.</p>
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Notwithstanding the foregoing, either Party may seek temporary injunctive relief from a court of competent jurisdiction to prevent irreparable harm, including the unauthorized disclosure of Proprietary Information.

Each Party shall bear its own costs and attorney's fees in connection with any dispute resolution proceedings, unless the arbitrator or court awards fees to the prevailing party.

13. General Provisions

13.1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of [STATE], without regard to its conflict of laws principles. To the extent applicable, federal procurement law and regulations shall govern the interpretation of federal contracting requirements referenced herein.

13.2 Assignment

Neither Party may assign or transfer this Agreement or any rights or obligations hereunder without the prior written consent of the other Party. Any attempted assignment without such consent shall be void. Notwithstanding the foregoing, either Party may assign this Agreement to an affiliate or successor entity in connection with a merger, acquisition, or reorganization, provided the assignee assumes all obligations under this Agreement.

13.3 Amendments

This Agreement may not be amended, modified, or supplemented except by a written instrument signed by authorized representatives of both Parties. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the waiving Party.

13.4 Notices

All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed duly given when: (a) delivered personally; (b) sent by certified mail, return receipt requested; (c) sent by nationally recognized overnight courier; or (d) sent by email with confirmed receipt, to the addresses set forth above or to such other address as a Party may designate in writing.

13.5 Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect. The Parties shall negotiate in good faith to replace the invalid provision with a valid provision that most closely

approximates the intent and economic effect of the original provision.

● **13.6 Entire Agreement**

This Agreement, together with all exhibits and attachments hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, warranties, commitments, offers, and agreements, whether written or oral. Neither Party has relied on any statement, representation, or warranty not contained in this Agreement.

● **13.7 No Agency or Partnership**

Nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship between the Parties. Neither Party shall have the authority to bind the other Party or to incur any obligation on behalf of the other Party. The Parties are independent contractors, and this Agreement does not create any employment, franchise, or fiduciary relationship.

● **13.8 Counterparts**

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

14. Cybersecurity & Compliance Requirements

● **14.1 CMMC Certification Requirement**

Both Parties shall obtain and maintain Cybersecurity Maturity Model Certification (CMMC) at the level required by the joint contract or as specified in the solicitation. Each Party agrees to:

- Maintain CMMC certification at the required level throughout the period of performance;
- Provide evidence of current CMMC certification status upon request by the other Party;
- Permit mutual verification of CMMC status through the Supplier Performance Risk System (SPRS) and/or the CMMC Enterprise Mission Assurance Support Service (eMASS);
- Promptly notify the other Party of any lapse, revocation, or downgrade of CMMC certification status;

- Ensure all subcontractors handling CUI maintain CMMC certification at the appropriate level.

SPRS SCORE VERIFICATION

Both Parties shall maintain a current SPRS assessment score and grant mutual access for verification purposes. A minimum SPRS score of [MINIMUM SCORE] is required for participation in this teaming arrangement. Any Party whose SPRS score falls below the minimum threshold shall notify the other Party within five (5) business days and present a remediation plan.

• 14.2 FedRAMP Cloud Services Requirement

If the teaming arrangement involves the use of cloud services for processing, storing, or transmitting Controlled Unclassified Information (CUI), both Parties agree to:

- Use only cloud service providers (CSPs) that hold FedRAMP Moderate (or higher) authorization for any systems handling CUI;
- Verify FedRAMP authorization status via the FedRAMP Marketplace prior to deploying any cloud services;
- Ensure that cloud service configurations comply with NIST SP 800-171 and DFARS 252.204-7012 requirements;
- Include FedRAMP compliance requirements in any subcontract or lower-tier agreement involving cloud services for CUI;
- Maintain documentation of FedRAMP authorization for all cloud services used in connection with contract performance.

▲ FedRAMP COMPLIANCE NOTICE

Use of non-FedRAMP authorized cloud services for CUI processing is a material breach of this Agreement and may result in immediate termination. Both Parties acknowledge that FedRAMP Moderate authorization is the minimum acceptable baseline for CUI cloud environments per DoD policy.

• 14.3 Software Bill of Materials (SBOM) Requirement

For any software deliverables produced under the resulting contract, both Parties agree to:

- Provide a Software Bill of Materials (SBOM) for all software deliverables in compliance with Executive Order 14028 ("Improving the Nation's Cybersecurity") and NIST guidelines;

- Generate SBOMs in a machine-readable format (SPDX or CycloneDX) for each software release;
- Include all direct and transitive dependencies, version numbers, and known vulnerability status in each SBOM;
- Update SBOMs upon each new software release or when significant dependency changes occur;
- Retain SBOMs for the duration of the contract period of performance plus [3] years;
- Make SBOMs available to the Government upon request as required by applicable contract clauses.

SBOM STANDARDS REFERENCE

SBOMs shall conform to the minimum elements defined by NTIA's "The Minimum Elements for a Software Bill of Materials" and NIST SP 800-218 (Secure Software Development Framework). Both Parties shall designate a point of contact responsible for SBOM generation and maintenance.

15. Execution

IN WITNESS WHEREOF, the Parties have executed this Teaming Agreement as of the Effective Date first written above by their duly authorized representatives.

PARTY A — TEAM LEAD

Company: [PARTY A / TEAM LEAD COMPANY NAME]

Signature: _____

Printed Name: [AUTHORIZED REPRESENTATIVE NAME]
Title: [TITLE]

Date: [DATE]

CAGE Code: [CAGE CODE]

UEI Number: [UEI NUMBER]

PARTY B — TEAM MEMBER

Company: [PARTY B / TEAM MEMBER COMPANY NAME]

Signature: _____

Printed Name: [AUTHORIZED REPRESENTATIVE NAME]
Title: [TITLE]

Date: [DATE]

CAGE Code: [CAGE CODE]

UEI Number: [UEI NUMBER]

NOTICE

This Teaming Agreement is a binding agreement between the Parties regarding their mutual obligations during the proposal phase. It does not guarantee contract award, does not constitute a subcontract, and does not obligate the Government in any manner. A separate, definitive subcontract will be negotiated upon contract award.

Exhibits

The following exhibits are incorporated into and made a part of this Teaming Agreement:

Exhibit A Solicitation Details and Applicable Opportunities
Complete solicitation information, NAICS codes, and applicable contract vehicles.

Exhibit B Mutual Non-Disclosure Agreement
Detailed confidentiality terms and procedures for handling Proprietary Information.

Exhibit C Key Personnel List
Identification of Key Personnel committed by each Party for proposal and performance.

Exhibit D Work Share Matrix
Detailed breakdown of functional responsibilities and deliverables by Party.

Exhibit E Organizational Conflict of Interest (OCI) Disclosure
Disclosure of any actual or potential organizational conflicts of interest.

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