



## **ConsensusDocs™ 296 TEAMING AGREEMENT**

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TEAMING AGREEMENT**



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**ARTICLE 1 - AGREEMENT**

This Agreement is made this [ ] day of [ ] in the year [ ],

by and between

[ ] TEAM LEADER/TEAM MEMBER ("Team Leader"), and

[ ] TEAM MEMBER, and

[ ] TEAM MEMBER,

collectively referred to as the "Team" for services in connection with the following Project,

PROJECT [ ]

for OWNER [ ].

**ARTICLE 2 - TEAM RELATIONSHIP AND RESPONSIBILITIES**



2.1 This Agreement shall define the respective responsibilities of Team Members for the preparation and submission of a proposal or bid ("Proposal") to Owner in the interest of obtaining a contract for the Project ("Owner Agreement"). Each Team Member agrees to proceed with this Agreement on the basis of mutual trust, good faith, and fair dealing and to use its best efforts in the preparation of the Proposal, as required by Owner, and any Owner Agreement arising from the Proposal. Detailed Proposal effort responsibilities or the Team Member's anticipated scope of services is attached as Exhibit A.

2.2 The Team Member who is designated Team Leader shall provide overall direction and leadership for the Team and be the conduit for all communication with Owner. Team Leader will have lead responsibility for preparation and submission of the Proposal to Owner in a timely manner, and for negotiation of the Owner Agreement. Team Leader shall consult with the Team regarding Proposal content. Team Leader shall provide expertise in the following areas: [\_\_\_\_]. Team Leader's representative shall be: [\_\_\_\_].

2.3 Team Member, [\_\_\_\_], shall provide expertise in the following areas: [\_\_\_\_]. This Team Member's representative shall be: [\_\_\_\_].

2.4 Team Member, [\_\_\_\_], shall provide expertise in the following areas: [\_\_\_\_]. This Team Member's representative shall be: [\_\_\_\_].

2.5 Each Team Member shall be responsible for its own costs and expenses incurred in the preparation of the Proposal and in the negotiation of any contracts or the Owner Agreement arising from the Proposal. Any stipends provided by Owner to the Team shall be shared on the following basis: [\_\_\_\_]. If the blank space in the preceding sentence is left blank, any stipends shall be shared on a *pro rata* basis.

2.6 No Team Member shall participate in Owner's selection process except as a member of the Team, or participate in the submission of a competing proposal, except as otherwise mutually agreed by all Team Members. In the event Owner chooses to award the Owner Agreement on the condition that a Team Member not be involved in the Project or should any Team Member withdraw from the Team, such Team Member ("Former Member") shall no longer be a member of the Team. The remaining Team Members may proceed under the terms of this Agreement. No Former Member shall participate in Owner's selection process or participate in the submission of a proposal relating in any way to the Project.

### ARTICLE 3 - PROPOSAL

3.1 Team Members shall prepare and submit a Proposal for the Project to Owner. Each Team Member shall support Team Leader with a level of effort and personnel, licensed as required by applicable law, sufficient to complete and submit the Proposal in the time frame allowed by Owner. A clear and concise statement of the division of responsibilities between Team Members will be prepared by Team Leader. Team Leader shall make all final determinations as to the form and content of the Proposal. Team Leader shall use its best efforts to obtain the award of the Owner Agreement, and each Team Member shall assist in such efforts as Team Leader may reasonably request.

### ARTICLE 4 - CONFIDENTIAL INFORMATION

4.1 Team Members may receive from one another confidential information, including proprietary information, as is necessary to prepare the proposal. Confidential information shall be designated as such in writing by the Team Member supplying such information. If required by a Team Member supplying confidential information, the Team Member receiving such information shall execute an appropriate confidentiality agreement. The Team Member receiving confidential information shall not use such information or disclose it to a third party except as is consistent with the terms of any executed confidentiality agreement and for the purposes of preparing the proposal and in performing any contract



awarded by Owner as a result of the proposal, or as required by applicable law. Team Members shall also comply with all confidentiality requirements of the Owner Agreement, if awarded; request for proposal; invitation for bid; or other like documents. Unless otherwise provided by the terms of an executed confidentiality agreement, if a contract is not awarded by Owner or upon the termination or completion of a contract awarded by Owner, each Team Member will return any confidential information supplied to it within thirty (30) days of notice of the contract not being awarded or such termination or completion of the contract. Each Former Team Member shall return any confidential information supplied to it within seven (7) days of its removal or withdrawal from the Team.

## **ARTICLE 5 - OWNERSHIP OF DOCUMENTS**

5.1 Except as required by the Owner Agreement, request for proposal, invitation for bid, or other like documents, each Team Member shall retain ownership of property rights, including copyrights, to all documents, drawings, specifications, electronic data, and information prepared, provided, or procured by it in furtherance of this Agreement or any contract awarded as a result of a successful proposal.

5.1.1 Each Team Member shall transfer in writing to Team Leader ownership of the property rights, except copyright, of all documents, drawings, specifications, electronic data, and information prepared, provided, or procured by the Team Member pursuant to this Agreement and shall grant to Team Leader a non-exclusive, limited license for this Project alone.

5.1.2 Each Former Team Member shall transfer in writing to Team Leader, upon the payment of an amount to be negotiated by the parties in good faith, ownership of the property rights, except copyright, of all documents, drawings, specifications, electronic data, and information prepared, provided, or procured by the Former Team Member pursuant to this Agreement and shall grant to Team Leader a non-exclusive, limited license for this Project alone.

5.2 Team Leader may use, reproduce, and make derivative works from such documents in the performance of this Project. Team Leader's use of such documents shall be at Team Leader's sole risk, except that the Former Team Member shall be obligated to indemnify Team Leader for any claims of royalty, patent, or copyright infringement arising out of the selection of any patented or copyrighted materials, methods, or systems by Team Member.

## **ARTICLE 6 - POST-AWARD CONSIDERATIONS**

6.1 In the event of an award to the Team, Team Leader shall prepare and submit to Team Members a proposal for a Project-specific agreement of association among them. Team Members shall negotiate in good faith such Project-specific agreement of association so that a written agreement may be executed by Team Members on a schedule as determined by Team Leader or by Owner, if required by the request for proposal. Team Leader shall use its best efforts, with the cooperation of all Team Members, to negotiate and achieve a written contract with Owner for the Project.

6.2 In the event Team Leader is awarded the Owner Agreement and the Owner Agreement includes the work proposed by a Team Member, then following good faith negotiations of the applicable terms and conditions, which shall include as a minimum the terms and conditions of the Owner Agreement as applicable to the Team Member's work, Team Leader shall award the Team Member a subcontract for the agreed-upon work. The award of any subcontract to a Team Member is subject to Owner's approval, if such approval is required in the Owner Agreement.

6.2.1 In the event of a disagreement between the Parties regarding a Team Member's scope of services, price or other items, and in the event that such disagreement is not resolved through good



faith negotiations, then Team Leader shall have the right, without prejudice or liability, to enter into a subcontract agreement with another.

## ARTICLE 7 - MISCELLANEOUS

7.1 EXTENT OF AGREEMENT This Agreement is exclusively for the benefit of the Team and shall not be interpreted or construed as conferring, either directly or indirectly, any rights or causes of action upon any person or entity not a party. This Agreement constitutes the entire agreement among the Team, and is subject to no other oral or written proposals, agreements, or understandings whatsoever, and can only be supplemented or amended by a written document executed by the Team. Confidential or other documents to be considered part of this Agreement are: [REDACTED].

7.2 ASSIGNMENT This Agreement is binding upon the representatives, assigns, and successors of the Team. The interests and rights of Team Members in the Proposal and as a Member of this Team shall not be transferable or assignable without written consent of the other Team Members, as applicable. Any assignment without written consent, as applicable, shall be considered void and not enforceable.

7.3 GOVERNING LAW This Agreement shall be governed by the applicable law in effect at the location of Team Leader's office.

7.4 SEVERABILITY The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

7.5 NO WAIVER OF PERFORMANCE The failure of the Team, or any Team Member to insist, in any one or more instances, on the performance of any of the terms, covenants, or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition, or right with respect to further performance or any other term, covenant, condition, or right.

7.6 TITLES The titles given to the articles are for ease of reference only and shall not be relied upon or cited for any other purpose.

7.7 JOINT DRAFTING Team Members expressly agree that this Agreement was jointly drafted, and that all had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall not be construed against or in favor of any Team Member, but shall be construed in a neutral manner.

7.8 NOTICES Any notice which is required or permitted to be given under any provision of this Agreement shall be given in writing and shall be delivered either in person, by a delivery service, or by registered or certified mail, and shall be deemed effective when received by the Team Member at the address provided in ARTICLE 1. However, each Team Member may, by written notice to the other Team Members, change its address for receiving such notices. In an emergency affecting the safety of persons or property, notice shall be given in a reasonable manner to prevent threatened damage, injury, or loss, with reasonable efforts to give advanced written notice or as soon as practical.

7.9 NON-SOLICITATION OF EMPLOYEES For a period of not less than [REDACTED] following the final completion of the Proposal, each Team Member will refrain from making offers, enticements, or inducements to cause employees of the other Team Members to leave the employ of such Team Member and enter into employment with the Team Member making such offers, enticements or inducements, or its affiliates.



7.10 LIMITED MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES The Team and Team Members agree to waive all claims that any of them may have against each other for any consequential damages that may arise out of or relate to this Agreement, including but not limited to loss of business, loss of financing, loss of profits not related to the Proposal, loss of bonding capacity, loss of reputation, or insolvency. The provisions of this section shall also apply to the termination of this Agreement and shall survive such termination. The following are excluded from this mutual waiver:

- (a) losses covered by insurance required by this Agreement;
- (b) third-party consequential damages that flow through to the Team or any Team Members; and
- (c) other remedies set forth in this Agreement..

**ARTICLE 8 – SCHEDULE OF EXHIBITS**

Exhibit A: Proposal Responsibilities or Scope of Services

Exhibit B: [ ]

This Agreement is entered into as of the date set forth above.

TEAM LEADER: [ ]

BY: \_\_\_\_\_ NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

WITNESS: \_\_\_\_\_ NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

TEAM MEMBER: [ ]

BY: \_\_\_\_\_ NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

WITNESS: \_\_\_\_\_ NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

TEAM MEMBER: [ ]

BY: \_\_\_\_\_ NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

WITNESS: \_\_\_\_\_ NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

END OF DOCUMENT.

