

**KEMRON ENVIRONMENTAL SERVICES, INC.
TEAMING AGREEMENT**

This AGREEMENT effective _____, entered into by and between, **KEMRON Environmental Services, Inc. (KEMRON)**, a corporation organized and existing under the laws of the state of New York with a place of business at 1359A Ellsworth Industrial Blvd., Atlanta, GA 30318 (hereinafter referred to as "KEMRON") and _____, a corporation organized and existing under the laws of the state of _____, with a principal place of business at _____ (hereinafter referred to as "Subcontractor"), in support of the _____ under Solicitation _____ (hereinafter referred to as "Services").

WITNESSETH THAT:

WHEREAS, the parties hereto, having assessed their mutual capabilities and interests, have concluded that it is desirable to enter into a team arrangement; and

WHEREAS, the parties have determined that they have the necessary expertise required to provide the Services, and that this teaming agreement will allow them to complement their unique capabilities and resources, and thereby offer the client the best combination of capabilities to perform the project in the most cost effective manner; and,

WHEREAS, it is intended that KEMRON will submit to the client a proposal as prime contractor for the Project; and,

WHEREAS, KEMRON desires to have Subcontractor participate in said proposal and intends to award to Subcontractor a subcontract if KEMRON is awarded a prime contract as a result of said proposal; and,

WHEREAS, it is the purpose of this Teaming Agreement to set forth the understandings under which the parties will work together on this proposal effort;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and the parties' agreement not to respond to the proposal independently, or in conjunction with other parties, the parties hereby enter into a KEMRON Teaming Agreement within the context of the Federal Acquisition Regulations Subpart 9.6 as follows:

ARTICLE 1.-RELATIONSHIP OF THE PARTIES

- 1.1 This teaming agreement shall not constitute a joint venture partnership, consortium, or any other form of business arrangement or organization. The parties are executing this agreement on the basis of a teaming arrangement as noted above.
- 1.2 Each party shall act as an independent contractor and not as an agent or partner of the other for any purpose whatsoever, and neither party shall have the authority to bind the other party or make any commitments of any kind for or on behalf of the other party. The employees of one party shall not be deemed the employees of the other.
- 1.3 Neither party shall assign nor in any manner transfer its rights or obligations or any part thereof in this Teaming Agreement.

ARTICLE 2.-TERM OF AGREEMENT

Except for the rights of the parties with respect to inventions (Article 6) and proprietary information (Article 7), and unless extended by mutual written agreement of the parties, this Agreement shall automatically terminate upon the happening of any of the following events:

- 2.1 The Client's written notification of the cancellation of the RFP or a modification of the RFP that significantly revises the area of the Subcontractor's expertise so as to eliminate KEMRON's need for Subcontractor's contribution;
- 2.2 The Client's written notification that it will not award the Prime contract to KEMRON for the Project;
- 2.3 The Client's written disapproval of the selection of Subcontractor, or direction to select someone other than Subcontractor for the subcontract for the Project;
- 2.4 The mutual written agreement of the parties to terminate;
- 2.5 Written notification to Subcontractor by KEMRON of KEMRON's decision not to submit a proposal for the Project because of conflict of interest which creates an above-normal risk; or for other good and sufficient reasons.
- 2.6 A material breach of the provisions of this Agreement by a party which is not corrected within fourteen (14) days after receipt of written notice of such breach provided by the other party.
- 2.7 One year after the effective date of this Agreement.

ARTICLE 3.-KEMRON RESPONSIBILITIES

If KEMRON submits a proposal for the Project, KEMRON will:

- 3.1 Be the leader in the preparations of the proposal and be the prime contractor in the performance of any prime contract which may be awarded as a result of said proposal.
- 3.2 Identify the contribution of Subcontractor in the proposal and shall propose Subcontractor as a subcontractor.
- 3.3 Keep Subcontractor informed concerning significant and pertinent aspects of proposal preparation and the status of the prime contract negotiations.
- 3.4 Prepare the proposal, integrate the data and material provided by Subcontractor as requested by KEMRON and submit the proposal in a timely manner and that will be generally responsible to the conditions set forth in the Request for Proposal. The ultimate responsibility for proposal content shall be KEMRON's; however, KEMRON shall provide Subcontractor with a reasonable opportunity to review the technical and management sections of the proposal prior to submittal and shall consult with Subcontractor on decisions affecting the interests of Subcontractor.
- 3.5 Assume the actual cost of publication of the final proposal to be submitted to the Client.
- 3.6 Be responsible for performing or having performed all the work set forth in the Prime Contract.
- 3.7 In the event KEMRON should receive an award of a prime contract as a result of submission of said proposal, which prime contract includes substantially the work

identified on Exhibit A, Scope of Work attached hereto and made a part hereof, and included in the proposal requested by KEMRON, KEMRON will subcontract to Subcontractor such portion of the work under said prime contract as relates to Subcontractor's area of responsibility, subject to the following:

- a. The Client approves or consents to the subcontract for Subcontractor's area of responsibility as set forth in this Agreement or any mutually agreed modification of the scope thereof. KEMRON agrees to use its best efforts to obtain prompt approval or consent.
- b. Mutual agreement is reached based on good faith negotiations with respect to the scope of work, specifications, price basis, performance or delivery schedule monitoring techniques and other terms and conditions of a subcontract. Said subcontract shall include but will not be limited to applicable and required terms and conditions of the prime contract.

ARTICLE 4.-SUBCONTRACTOR RESPONSIBILITIES

Subcontractor will:

- 4.1 Submit in a timely manner a proposal (technical, cost, and if required management) acceptable to KEMRON to provide the materials and services which are set forth in Exhibit A of this Teaming Agreement.
- 4.2 Furnish qualified personnel acceptable to KEMRON to perform those services as set forth in said Exhibit A, in accordance with a subcontract awarded for that purpose.
- 4.3 Not publicize or advertise in connection with the proposal to be submitted by KEMRON or any resulting contract or subcontract which may be awarded without the prior written approval of KEMRON.
- 4.4 Disclose all relevant information necessary for KEMRON to fulfill its obligations with respect to all representations and certifications identified by the solicitation, e.g., organizational conflict of interest.
- 4.5 Subcontractor shall indemnify, hold harmless and exonerate KEMRON from any and all liability, costs, expenses, losses, penalties, fines, or damages resulting from any claim, action, proceeding or suit (civil or criminal) arising out of or related to Subcontractor's violation of the provisions of the procurement integrity provisions of the Office of Federal Procurement Policy Act Amendments of 1988 (the Act), 41 USC T423, or any regulations promulgated thereunder. Costs, expenses, losses or damages include, but are not limited to loss of future profits or fees and attorney's fees. Subcontractor further agrees to provide KEMRON with certifications of compliance with the provisions of the Act if requested to do so.
- 4.6 Subcontractor specifically agrees to comply with all applicable provisions of Public Law No. 101-121 (the Byrd Amendment) including but not limited to those pertaining to disclosure and certification. Further, Subcontractor shall not perform any activities on behalf of KEMRON which are intended to influence or which attempt to influence executive or legislative branch officers or employees, including members of Congress, with respect to the award, renewal, extension, amendment, or modification of a contract. Subcontractor agrees to make no communication (written, oral, or telephone) to a Congressional or Executive Branch member officer, or employee on KEMRON's behalf without the prior written consent of KEMRON. Subcontractor agrees to not, directly or indirectly, seek to improperly obtain or disclose to KEMRON any Government or Client source selection, state or Federal procurement information, classified information, or

proprietary competitor information.

- 4.7 Subcontractor will immediately notify KEMRON of all current or prior debarments from any Government procurement activity, and any suspensions or debarments or notice thereof received during the period of validity of this Agreement.

ARTICLE 5.-KEMRON AND SUBCONTRACTOR UNDERSTANDING

- 5.1 The parties agree that their proposal efforts on this Project shall be exclusive to each other during such time as this Teaming Agreement remains in effect.
- 5.2 KEMRON may propose additional subcontractors for services not included in Exhibit A.
- 5.3 The Subcontractor's technical, management, and cost proposal shall be the basis for subcontract negotiations, unless mutually agreed otherwise.
- 5.4 It is understood that the subcontract will be a type appropriate to the work to be performed, i.e., cost, risk/reward or fixed-price type.
- 5.5 Except as otherwise expressly provided herein, nothing contained in this Agreement shall be deemed to preclude either party from quoting and offering for sale, or from selling to others, any item or service which it regularly offers for sale.
- 5.6 Nothing in this Agreement shall give KEMRON the right to audit the books and records of Subcontractor. It is understood that the Client may audit the books and records of KEMRON or Subcontractor, to the extent provided in the Client's solicitation or contract.
- 5.7 Each party agrees that during the term of this Agreement or during the term of the subcontract, whichever is longer, it will not recruit for hire any designated key project employee of the other party without written consent of all parties involved.
- 5.8 Each party shall bear the expense of that part of the proposal relating to the materials, services, and equipment to be supplied by the respective parties and not make any charge to each other for the cost of its respective proposal activities.
- 5.9 The provisions of this Article 5 are not construed by the parties hereto to constitute an agreement to agree on the terms and conditions of any subcontract proposed for award.

ARTICLE 6.-RIGHTS IN INVENTIONS

Inventions arising out of this proposal effort that are solely conceived or reduced to practice by one of the parties hereto shall remain the property of the originating party. Inventions arising out of this proposal effort that are jointly conceived or jointly reduced to practice by the parties hereto shall be subject to further negotiations. This understanding is subject to the rights of the Client, if any.

ARTICLE 7.-PROPRIETARY INFORMATION

- 7.1 When proprietary information is disclosed by one party to the other in writing and clearly identified as proprietary, the receiving party agrees that such information shall be maintained in confidence for a period of three (3) years from the day of this Agreement, notwithstanding any termination dates expressed elsewhere in this Agreement.

The conditions of this Provision shall be applicable to any drawing or any sheet of written information to which there shall be affixed either the words "Proprietary Information", "System Confidential", or the following legend:

"NOTICE: The information on this sheet is subject to the provisions of Article 7 Paragraph 7.1 entitled "Proprietary Information" contained in Teaming Agreement between KEMRON and Subcontractor."

- 7.2 The parties shall not be liable for disclosure made inadvertently or by mistake, providing the parties exercise the same standard of care to protect the information received as they do to protect their own proprietary information.
- 7.3 Disclosure of such information shall be restricted to those individuals who are directly participating in the proposal and subcontract efforts.
- 7.4 The obligations with respect to handling proprietary information, as set forth in this Agreement, are not applicable to the following:
- a. Information that is now in or hereafter enters, the public domain through no fault of the receiving party;
 - b. Information that was previously known to the receiving party independently of the disclosing party;
 - c. Information that is independently developed by the receiving party;
 - d. Information that is disclosed with the written approval of the other party; or
 - e. Information that is received from other sources, such other source did not receive it due to a breach of this Agreement.
- 7.5 No license to the other party, under any trademark, patent or copyright is either granted or implied by the conveying of information to that party. None of the information which may be submitted or exchanged by the respective parties shall constitute any representation, warranty, assurance, guarantee or inducement by either party to the other with respect to the infringement of trademarks, patents, copyrights or any right of privacy, or other rights of third persons.
- 7.6 Each party will designate in writing one or more individuals within its organization as the only point(s) for receiving all written confidential information exchanged between the parties pursuant to this Agreement. Any change of the individual will be communicated to the other party in writing. Any information of a proprietary or confidential nature not addressed in writing and marked as proprietary information to the designated individuals will not fall under the protection of this Agreement. All proprietary information and all copies thereof shall be returned to the disclosing party upon written request.
- 7.7 This Agreement shall not preclude either party from making disclosures of confidential and/or proprietary information to the Client as part of the proposal contemplated by this Agreement.
- 7.8 If any part of the proprietary information has been or hereinafter shall be disclosed in a United States patent issued to the party furnishing the proprietary information hereunder, then, after the issuance of said patent, the limitations of such proprietary information as disclosed in the patent shall be only that afforded by the United States Patent Laws.

ARTICLE 8.-AUTHORIZED REPRESENTATIVES

Each party has designated one or more individuals within its organization as authorized representatives to act on its behalf in the preparation of proposal, receipt of any proprietary information, and any negotiation between the parties pursuant to this Agreement, as follows:

For KEMRON Environmental Services, Inc.:

	Contractual	Technical
Name	Sandy Carlson	John Dwyer
Title	Director of Contracts	President
Address	1359A Ellsworth Industrial Blvd.	1359A Ellsworth Industrial Blvd.
City State Zip	Atlanta, GA 30318	Atlanta, GA 30318
Phone	404-601-6930	404-636-0928
E-Mail	scarlson@kemron.com	jdwyer@kemron.com

For Subcontractor:

	Contractual	Technical
Name		
Title		
Address		
City State Zip		
Phone		
E-Mail		

Each party may change its designation by written notice to each other party.

ARTICLE 9.-GOVERNING LAW

This Agreement is deemed to be made under and shall be construed in accordance with the laws of the State of Georgia.

ARTICLE 10.-SUPERSEDING EFFECT SCHEDULE

This Agreement contains all of the agreements, representations, and understanding of the parties and supersedes prior oral and written agreements, communications and documents between the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties executed this Agreement as of the day and year first above written.

KEMRON Environmental Services, Inc.

SUBCONTRACTOR

By

Signature _____

Signature _____

Printed Name: _____

Printed Name: _____

Title _____

Title _____

Date _____

Date _____

EXHIBIT A

Scope of Work

Subject to the terms of the Teaming Agreement and any resulting contract from this effort, services supplied by shall be activities described as:

- Services shall be defined upon review of the RFP and proposal submission as agreed upon by both parties.
- Exhibit A shall be amended as required