TEAMING AGREEMENT

The agreement is made by and between Virginia Polytechnic Institute & State University through the Office of International Research, Education, and Development (OIRED), hereinafter referred to as the prime contractor, and Counterpart International, hereinafter referred to as the subcontractor.

Whereas, the prime contractor intends to submit a proposal to the U.S. Agency for International Development (USAID) in response to RFA No. 512-030001; and,

Whereas, the prime contractor, in order to offer a highly responsive proposal and to ensure the capacity to implement the Request for Application (RFA), intends to assemble a group of complementary professional organizations, including the subcontractor, to achieve that end;

Therefore, in consideration of the foregoing and mutual covenants contained herein, it is agreed as follows.

1. Contractor-Subcontractor Relationship. In the event that the prime contractor is awarded the contract for the proposed effort, the prime contractor and subcontractor agree to negotiate in good faith and proceed in a timely manner to conclude, subject to any approval required by USAID, a mutually acceptable subcontract for the supply of professional services in a variety of technical subject matter areas as described in the RFA.

The Subcontractor will provide Forest Garden program design and implementation, as well as the Information Communication Technical System for the overall project. The prime contractor will determine final composition of the technical assistance team in a manner that is most responsive to the requirements of the RFA and as judged by the prime contractor. The prime contractor will endeavor to share the work arising from the RFA fairly with the subcontractor, subject to the subcontractor’s capacity to provide competitively qualified candidates to fill the terms and conditions of specific assignments.

The prime contractor will recognize and identify the subcontractor in its proposal and use its best efforts to secure approval from USAID for use of the proposed subcontractor for this contract. The prime contractor will keep the subcontractor fully advised of any changes and provide opportunities to review any submission that might affect the subcontractor’s performance or involvement under the RFA.
2. Disclosure and Protection of Information. Each party agrees that it will use the same reasonable efforts to protect the other's proprietary information as it uses to protect its own proprietary information. Disclosures of such information will be restricted to those who are directly participating in the proposal and subcontract efforts in this agreement.

3. Recognition of the Parties. Each party will give full recognition and acknowledgment to the role and contribution of the other party in informational releases concerning this contract.

4. Indemnification. Each party hereto agrees to be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents or employees to the full extent required by law, and agrees to hold the other party harmless from any such liability.

5. Independent Contractor Relationship. The parties have entered into this Agreement as prime and subcontractor and it does not establish, create, nor should it in any way be interpreted as establishing or creating a joint venture, partnership, or formal business organization of any kind.

6. Assignment. Neither party may assign or transfer its interest herein without the prior written consent of the other.

7. Entire Agreement. This is the entire Agreement between the parties relative to the proposal and the exchange of proprietary information concerning the proposal and it supersedes any prior or contemporaneous written or oral agreements herein and may not be amended or modified except by subsequent agreement in writing by duly authorized officers or representatives of the parties.

8. Notices. All communications relating to this agreement shall be directed only to the specific persons designated to represent the prime contractor and subcontractor on this proposal.

9. Proposal Preparation Costs. Each party will respectively bear all of its own costs arising from each party's obligations and efforts under this Agreement during the proposal preparation period, up to the award of a Prime Contract. Neither Party shall have any right to claim reimbursement, payment or compensation of any kind from the other during the period prior to the award of a subsequent contract by this Agreement.
All contractual notices shall be addressed to:

**Prime Contractor**

David Richardson  
Director  
Office of Sponsored Programs  
Virginia Tech  
306 College Square  
Blacksburg, VA 24061

**Administrative/Program**

Dr. S.K. De Data  
Director  
Office of International Research and Development  
Office of International Development, Virginia Tech  
1660 Louis Reaves Hall  
Blacksburg, VA 24061

**Subcontractor**

Lelei LeLaulu  
President & CEO  
Counterpart International  
1200 18th St NW  
Suite 1100  
Washington, DC 20036

This agreement, which is effective upon the date of its execution hereof, shall automatically expire and be deemed terminated effective on the date of the occurrence of any of the following events or conditions:

a) mutual written agreement of the parties,

b) supersession by a mutually agreed subcontract,

c) an official announcement or notice of the cancellation of the request for proposals (RPA) or withdrawal of the procurement from the competition by USAID,

d) the prime contractor's not winning the competition, or six months from the date of the agreement.

Each party shall exert its best effort toward successful performance of the effort contemplated in the RPA identified in this agreement, assuming award of the same, and shall provide appropriate and highly qualified managerial, technical, and other personnel to perform and support such contract.

Made and entered into this 22 of April 2003.