TEAMING AGREEMENT

Between

The Prime Offeror:
International Resources Group (IRG)
1211 Connecticut Avenue, N.W., Suite 700
Washington, D.C. 20036 U.S.A.

And

The Prospective Subcontractor:
Virginia Tech
Office of International Research and Development
University Outreach and International Affairs
1060 Litton Reaves Hall (0334)
Blacksburg, VA. 24061

For
Rural and Agricultural Incomes with a Sustainable Environment PLUS (RAISE PLUS)
RFP No. M-OP-03-001

The purpose of this Agreement is to set out the understanding between IRG and the prospective subcontractor (hereinafter referred to as "the Parties") with respect to their joint efforts in the preparation and submission of an Offer (hereinafter referred to as "the Proposal" or "IRG's Proposal") to the U.S. Agency for International Development (USAID, hereinafter referred to as "the Client") in response to the RFP referenced above. The Parties wish to define their mutual rights and obligations during the preparation of the Proposal and under any subsequent agreements that may result from the award of a contract to IRG (also referred to as "the Prime Contract") by the Client pursuant to this RFP.

Therefore, the parties agree to the following:

I. Relationships

This Agreement shall not constitute or establish a formal joint venture, partnership, or formal business organization of any kind between the Parties other than a contractor team arrangement as defined in FAR 9.601(b). All rights and obligations of the parties shall be only those expressly
set forth herein. This Agreement shall relate only to the Proposal concerning the referenced RFP and to no other effort currently being undertaken by IRG or the prospective subcontractor either jointly or separately.

II. Exclusive Agreement

The Office of International Research and Development at Virginia Tech agrees that in consideration of being included in IRG’s Proposal it will not collaborate or join with any other firms in any additional proposals for this RFP or submit a proposal of its own as a Prime Offeror in direct competition with IRG.

III. Intent to Subcontract

If a contract is awarded to IRG as a result of this Proposal, the Parties agree to negotiate in good faith and proceed in a timely manner to execute a mutually acceptable subcontract as applicable to an educational institution, (AIDAR 731-3) pursuant to the provisions of this Agreement and the Prime Contract with the Client. The subcontract will be subject to the applicable terms and conditions of the Prime Contract, including the requirement for prior consent by the U.S. Government Contracting Officer to the subcontract and the flow-down of mandatory and applicable clauses in the Prime Contract to the Subcontractor. The subcontract type may be modeled after the Prime Contract or any other suitable contract type mutually agreed upon by the parties.

In the event a disagreement between the Parties concerning the prospective subcontractor’s scope of work, price, delivery, or provisions of the subcontract is not resolved through good faith negotiations within a reasonable time, but not exceeding sixty (60) days from the date of award of the Prime Contract, IRG shall have the right, without prejudice, to negate this Agreement and enter into contracts with others for the subcontract work.

IV. Preparation of Proposal and Negotiations with Client

The Proposal will identify and establish IRG as the Prime Offeror and recognize Virginia Tech as a prospective subcontractor to IRG.

IRG shall have overall responsibility for preparing the proposal, integrating the prospective subcontractor’s data, submitting the proposal to the Client in a timely manner, and negotiating the Prime Contract. If requested by IRG, the prospective subcontractor shall provide qualified personnel to assist in preparing and reviewing proposal documents. The prospective subcontractor agrees to fully disclose and provide IRG all required and necessary materials for incorporation in the Proposal including, but not limited to, technical input and the items enumerated in Sections K, L, and M of the RFP. The prospective subcontractor agrees to meet all
the requirements for submission, including deadlines, set by IRG and assist IRG by such other means as is necessary and proper to support the proposal effort.

IRG will consult with the prospective subcontractor regarding the latter's technical inputs and pricing; however, in the event of a disagreement between the Parties, IRG shall have final responsibility for the proposal content.

V. 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 subcontract contemplated by this Agreement.

VI. Subcontractor's Role and Participation

The prospective subcontractor's proceeds from the Prime Contract as may be reflected in a resulting subcontract will be based on the following assumptions:

1. A consortium will be formed which will include the prime contractor, partners, and additional subcontractors.

2. IRG will, for contracting purposes with USAID, serve as the prime contractor.

3. Virginia Tech will be a subcontractor.

4. Other members of the consortium will be decided on by agreement between IRG and partners in accordance with the following guidelines:
   a. Inclusion of an 8(a) firm or firms to meet small business contracting requirements.
   b. Consortium size will be restricted to the smallest size required to prepare a winning proposal.
   c. Overlap of skills and experience in the functional programmatic areas for the RAISE PLUS IQC will be avoided.
   d. All members of the consortium must join on an exclusive basis.

5. A matrix of functional program skills and experience based on the functional areas of the current USAID RAISE IQC and the programmatic themes of the USAID Draft Agriculture

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Sector Strategy, and the RAISE PLUS synopsis notice will be developed to aid in additional consortium member selection, and to identify primary functional area responsibilities.

6. Because of the wide array of expertise that is expected to be required under this contract and the technical composition of the consortium members, IRG intends to provide equal opportunities to all members in responding to requests for proposals. However, Virginia Tech is expected to have responsibility and involvement in the functional areas of:

- Horticulture/Plant breeding
- Integrated Pest Management
- Biotechnology/Biosafety
- Biomedical linkages

7. The proposal prepared for the RAISE PLUS IQC will be organized, coordinated and submitted by IRG, and will be prepared jointly with Virginia Tech and other members of the consortium.

8. Virginia Tech will designate a primary contact person for development of the proposal and for operation of the IQC when awarded.

9. Allocation of work when the IQC is operating will be based on the principle of excellence and the functional program skill and experience areas as detailed and agreed to, as a result of the matrix developed for the consortium, and agreement between IRG and the consortium members.

10. After contract award, all requests for proposals will be distributed by IRG to all subcontractors promptly; all subcontractors may propose qualified candidates to IRG. However, IRG reserves the right to make final selection based on the best team composition, cost considerations, technical merit, and/or past performances of the individuals and/or firm.

VII. Protection and Disclosure of Information

Information that a Party (the “Disclosing Party”) has disclosed or may disclose to the other Party (the “Receiving Party”) including, without limitation, computer programs, code, algorithms, know-how, formulas, processes, ideas, inventions (whether patentable or not), and other technical, business, financial, and product development plans, forecasts, strategies and information, which to the extent previously, presently, or subsequently is disclosed, is hereinafter referred to as “proprietary information” of the Disclosing Party. All proprietary information disclosed in tangible form by the Disclosing Party shall be marked “confidential” or
"proprietary" and all proprietary information disclosed orally or otherwise in intangible form by the Disclosing Party shall be designated as confidential or proprietary at the time of disclosure and shall be reduced to writing and delivered to the Receiving Party within thirty (30) days following the date of disclosure.

Notwithstanding the above requirement for marking or other identification of proprietary information, the Parties agree that all drafts, revisions, and final documents that, in whole or in part, comprise or include proposals, proposal information, financial data, or strategic plans of the Parties shall be deemed "Proprietary Information" and handled as such, without the requirement of marking or other form of identification.

In consideration of the Parties’ discussions and access the Receiving Party may have to proprietary information of the Disclosing Party, the Parties hereby agree as follows:

1. The Receiving Party agrees (i) to hold the Disclosing Party’s proprietary information in confidence and take all necessary precautions to protect such proprietary information including, without limitation, all precautions the Receiving Party employs for its own confidential materials, (ii) not to divulge any such proprietary information or any information derived therefrom to any third person, (iii) not make any use of such proprietary information, except to respond to the solicitation requirements, and (iv) not to copy, reverse engineer, or attempt to derive the composition or underlying information of any such proprietary information.

2. The Receiving Party agrees to limit the use of and access to the Disclosing Party’s proprietary information to the Receiving Party’s employees who need to know such proprietary information for said purposes and shall cause such employees to comply with the obligations set forth herein.

3. The Disclosing Party agrees that the foregoing obligations shall not apply to information that (i) was in the possession of the Receiving Party or known by it prior to receipt from the Disclosing Party or (ii) was rightfully disclosed to the Receiving Party by another person without restriction or (iii) was independently developed by the Receiving Party without access to such proprietary information or (iv) is required to be disclosed pursuant to any statutory or regulatory authority or court order, provided the Receiving Party has given the Disclosing Party prompt notice of such requirement and the opportunity to contest it. In the event the Disclosing Party gives its approval for the Receiving Party to disclose proprietary information to the U.S. Government, the Receiving Party shall ensure that, to the extent specifically requested by the Disclosing Party, all such disclosures are marked with appropriate legends as required or permitted under Government regulations to preserve the proprietary nature of the information and the Disclosing Party’s rights therein.
4. Immediately upon a request by the Disclosing Party at any time, the Receiving Party will turn over to the Disclosing Party all proprietary information of the Disclosing Party and all documents or media containing any such proprietary information and all copies or extracts thereof and will promptly and permanently delete any proprietary information that is electronically or optically recorded or stored.

5. The Receiving Party acknowledges and agrees that due to the unique nature of the Disclosing Party’s proprietary information, there can be no adequate remedy at law for any breach of its obligation hereunder, that any such breach may allow the Receiving Party or third parties to unfairly compete with the Disclosing Party resulting in irreparable harm to the Disclosing Party, and therefore, that upon any such breach or any threat thereof, the Disclosing Party shall be entitled to seek appropriate equitable relief in addition to whatever remedies it might have by law. The Receiving Party will notify the Disclosing Party in writing immediately upon the occurrence of any such unauthorized release or other breach. In the event that any of the provisions of this Agreement are held by a court or other tribunal of competent jurisdiction to be unenforceable, the remaining portions hereof shall remain in full force and effect.

6. Neither Party acquires any intellectual property rights under this Agreement or any disclosure hereunder, except the limited right to use such proprietary information in accordance with this Agreement.

7. No warranties of any kind (including implied warranties of merchantability or fitness for a particular purpose) are given to the proprietary information disclosed or used under this Agreement, and neither Party shall be liable to the other for damages arising out of or caused by defects or deficiencies in the proprietary information of either Party, whether direct, incidental, consequential, or otherwise.

8. This Agreement supersedes all prior discussions and writings and constitutes the entire agreement between the Parties on the subject matter hereof. No waiver or modification of this Agreement will be binding upon either Party unless made in writing and assigned by a duly authorized representative of such Party, and no failure or delay in enforcing any right will be deemed a waiver. The obligations of non-use and non-disclosure shall survive any Agreement termination for three (3) years from the date of disclosure of the proprietary information.
9. The exclusive points of contact for the Parties with respect to the exchange of proprietary information are as follows:

For IRG: International Resources Group
1211 Connecticut Avenue, NW, Suite 700
Washington, DC 20006
Attention: Doug Pool

For Firm: Virginia Tech
Office of International Research and Development
1060 Lithron Reavis Hall (0334)
Blacksburg, VA 24061
Attention: S.K. Dedata

VIII. Non-Solicitation Agreement

During the term of this Agreement, and for one year thereafter, neither party shall (i) induce, or attempt to induce, any employee of the other party to quit the other party’s employ, and (ii) recruit or hire away any employee of the other party. However, this shall not be construed to restrict, limit or encumber an employee’s rights granted by law.

IX. Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia, excluding those laws that direct the application of the laws of another jurisdiction. The Parties hereby consent to the exclusive jurisdiction of any State or Federal court located in the Commonwealth of Virginia. Neither Party shall knowingly take or fail to take any action that might cause it or the other Party to be in violation of any law or regulation of the United States, including the United States Foreign Corrupt Practices Act.

X. Dispute Resolution

The Parties agree to resolve any disputes between them which arise under, or involve the subject matter of, this Agreement without resort to litigation by first attempting, in good faith, to resolve the matter by negotiations between senior executives of the Parties who have settlement authority but do not have direct responsibility for the administration of this Agreement. If such negotiations fail, the Parties agree to pursue the resolution of the dispute by submitting the dispute to a mediator selected by the American Arbitration Association for mediation.
XI. Termination of Agreement

This Agreement except for Article VII shall expire and be deemed terminated effective on the date of the occurrence of any of the following events or conditions:

1. The Client cancels the solicitation or withdraws the RFP;

2. The Client eliminates or substantially reduces the prospective subcontractor's work from the scope of work in the resulting Prime Contract award to IRG;

3. The Client informs IRG that the prospective subcontractor is not acceptable to the Client and/or directs IRG to have the subcontract work performed by other than the prospective subcontractor specified herein;

4. The Client awards the Prime Contract to an entity other than IRG;

5. The parties execute a subcontract in accordance with this Agreement;

6. The parties dissolve this Agreement by mutual consent;

7. Either party petitions for bankruptcy or reorganization under bankruptcy laws or experiences a significant change in its financial and operational capabilities which, in the opinion of the other party, seriously affects the party's ability to perform the Prime Contract or the Subcontract;

8. Other valid, compelling reasons of either of the parties to terminate this Agreement, such as, delbarment, suspension or criminal investigation of a party by the Government, change in legal status due to merger or sale of one of the entities, etc.

9. Failure by either party to comply with any of the provisions of this Agreement
This Agreement contains the entire understanding of the Parties and cancels and supersedes any previous understanding related to this solicitation, whether written or oral.

For
International Resources Group

[Signature]
Name and Title:
David W. Jostyt
Corporate Vice President
Environment and Natural Resources

Date:

For
Virginia Tech

[Signature] 8/30/01
Name and Title:
S. K. De Datta, Director
Office of International Research and Development, and Associate Dean
College of Agriculture and Life Sciences

Date:
[Signature] 8/30/01
Name and Title:
David W. Richardson
Director
Office of Sponsored Programs
Virginia Polytechnic Institute & State University

cc: Cynthia Pflugh, Corporate Vice President, Business Development
Chito Padilla, Director of Contracts

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