

Teaming Agreement

between

[Insert name of organisation]

Hereinafter referred to as "[insert abbreviation for the organisation]" and
represented by its [insert title of relevant person]

Address/contact details:

Insert address/contact details

and

CBM Christoffel-Blindenmission Christian Blind Mission e.V.

Hereinafter referred to as "**CBM**" and represented by

its Executive Management Board

Address/contact details:

Stubenwald-Allee 5, 64625 Bensheim

Germany

1. Introduction of the Parties:

CBM

CBM is an international disability inclusive development organisation, committed to improving the quality of life of people with disabilities in the poorest communities of the world. With over 115 years of experience, CBM is considered as one of the world's oldest organisations working in this field.

(Short name of organisation):

[Please replace this text by giving a short abstract about the organisation's vision, mission and type of organisation.]

2. Principles of the Cooperation

2.1 By signing this Teaming Agreement, (insert abbreviation of organisation) and CBM strive to work together in good faith and in a spirit of collaboration, mutual knowledge transfer and learning, with the overall aim to improve the quality of life of the world's poorest persons with disabilities and those at risk of disability and their communities.

2.2 The collaboration between (insert abbreviation of name of organisation) and CBM is based on the following guiding principles:

- **We are committed to mutual transparency and openness**, which builds up trust and credibility based on competence, reliability, similar underlying values and common interests. We both commit to actively promote frequent open, honest and respectful communication about our joint activities.
- **We agree on clearly defined roles and responsibilities and on mutual accountability** by committing to holding each other accountable for all areas of the collaboration; be it professional, financial, managerial or otherwise.
- **We agree to achieve mutual benefit** through the final proposal that will benefit everyone.
- **We seek strong relationships with each other** recognising the need for committing time and resources to build the proposal.
- **We are committed to the realisation of human rights** and respect and seek to realise every person's full potential and their legitimate position in the family, community and society.
- **We promote gender equality** by recognising that every human being has equal rights to the opportunities, resources, responsibilities and goods enjoyed by the rest of the community. These should be enjoyed by all irrespective of gender, ethnicity, colour, creed, national origin, marital status, sexual orientation, religion, age, disability or other legally protected status.

- **We aim to protect children and other vulnerable persons and their rights** so that they are protected from neglect and physical, emotional and sexual abuse.

3. Purpose of this Agreement, roles and award:

3.1 The purpose of this agreement is to formalise the collaboration for the preparation of a joint application or concept note or full proposal in response to ([include name of the call for proposals, donor, Request for Proposal (RFP) call title]) where CBM is proposed as the Prime Applicant and (insert abbreviation of the organisation name) as the Co-applicant/Sub-awardee. Further details of the scope of work to be annexed to this agreement upon written agreement between the parties.

3.2 The Parties agree and acknowledge that, in the event that CBM is successful in obtaining the award related to the Project from the donor and for which CBM is eligible for the Activity, CBM will serve as the prime contractor and lead the Project and [insert name of the organisation] will serve as a subcontractor to CBM.

3.3 Unless otherwise agreed by the Parties in writing, each Party will be responsible for its own expenses related to the preparation of a response to the funding opportunity. All participating units/stakeholders/contractual partners guarantee that any taxes incurred as part of the Teaming Agreement are borne by themselves (Social Insurances and Workers compensation).

4. Specific Areas of Cooperation

4.1 the Parties will comply with the local rules, regulations and in addition, respect each other's organisational policies;

4.2 Both parties agree to respect the rights to the ownership of pre-existing Intellectual Property that they each may have created and that may be used as part of this project. Any future contract will reflect the fact that any rights and ownership will remain the property of the respective parties, its' use in this project notwithstanding. The parties undertake to negotiate in good faith the contractual provisions in any future contract regarding the rights and ownership of Intellectual Property that it may develop as part of this project.

5. Post-Award Subcontract

5.1 Should CBM receive the award, CBM will sign a contract with the donor. The Parties to this Teaming Agreement will engage in commercially-reasonable good-faith to discuss sub-awardees' role with the objective of mutually agreeing definitive subcontracts as follows:

- Project Grant Contract to specify the project implementation, and
- Consortia contract to specify roles of all partners within the consortia.

5.2 Such definitive subcontracts, if mutually agreed to by the Parties, will specify in greater detail the proposed arrangements (including, but not limited to, deliverables, and the type of donor-compliant contractual mechanism that will be used to acquire sub-awardee's services in support of the project).

6. Safeguarding

6.1 The Parties will take all reasonable steps to prevent the harm, exploitation, abuse or harassment of any person linked to the delivery of the Agreement, as well as to respond to any reports to respond to reports.

6.2 Each party will immediately contact the other party to report any credible suspicions of, or actual incidents of harm, exploitation, abuse or harassment related to this Agreement or that would be of significant impact to the partnership. Reporting mechanisms are available to everyone on CBM's website:
<https://www.cbm.org/about-cbm/reporting-channels-and-safeguarding/>

6.3 Both Parties will fully co-operate with investigations into such events, whether led by the other Party, or any of their respective duly authorised representatives or agents.

7. Confidentiality

The Parties agree on a Non-disclosure Agreement dated [insert date of signature of Non-disclosure Agreement] which forms an integrated part of this agreement.

8. Communication and Public Relations

The parties to this Agreement undertake not to bring into disrepute the reputation or relationship of the whole of the other, or any individual member thereof, with the donor or any other donor who may be or may become associated with the bid. For the sake of clarity, this includes any action, behaviour or written and/or verbal communication in any and all media carried out by any member of the parties or any of its partners associated with this bid that is or may be construed, by the parties to this agreement, to be a direct or indirect criticism.

Both parties agree that all RFP/project related communications with the Donor will be through the Prime Applicant, unless otherwise mutually agreed in writing.

9. Dispute Resolution

9.1 Where a dispute between the Parties arises they shall take all reasonable steps to resolve it by negotiation between the senior representatives of the parties in question.

9.2 If the matter remains unresolved after the action at 9.1 has been completed, the Parties agree to undertake a process of independent mediation. Unless otherwise agreed in writing, the costs of any mediation carried out pursuant to this clause shall be equally divided and paid by the disputing Parties.

10. Notice

Any notices shall be in writing and shall either be delivered personally, sent by post (if operative) or courier to the address stated in this Agreement or to such other address as may be supplied by the Parties or emailed (provided a confirmation is sent by post (if operative) or courier by the end of the next Business Day)

11. Miscellaneous

No term of this Agreement shall be enforceable by a third party.

12. Validity of the Agreement/Termination

12.1 In signing this Agreement, both parties agree to adhere to the afore-mentioned principles and to establish a working collaboration. The agreement is only applicable to the defined purpose and the reference Request for Proposals.

12.2 This Agreement shall enter into force on the date of signature by both Parties, or if not signed simultaneously, on the date of the last signature for up to 1 year, unless any of the following occurs first:

- The donor notifies that the Grant will not be awarded to CBM.
- The donor changes the requirements/conditions of the expected Grant materially to the extent that the Parties reasonably determine that it is in the mutual best interests to terminate this Agreement;
- The insolvency, bankruptcy, reorganisation under the bankruptcy laws, or assignment for the benefit of creditors of either of the Parties;
- Any party is being blacklisted, sanctioned, banned, or debarred by the donor or any other major institutional donor
- If after the process outlined in Clause 9, disagreement remains between the parties, any party can withdraw but must do so in writing within 3 days of mediation failing to secure agreement
- The parties agree in writing to terminate this Agreement;
- Completion of a Project Grant Contract by the parties for the Project
- After written notice of a party, if the other party materially breaches this Agreement and (if curable) the breaching party has not cured the breach within a time frame determined by the notifying party. The timeframe shall be a minimum of 5 working days of receiving written notice of such breach – except that the breaching party refuses or is unable to cure the breach by its own declaration, in which case the termination shall become valid immediately after such declaration of the breaching party.
- Either party does prevent anything which is likely to bring the other party into disrepute.

12.3 In case one party expects the event of termination, this party shall notify the other party of its expectation in order to minimise possible damages and avoid costs that may arise at the party because of the expected termination.

12.4 All provisions of this Agreement which are by their nature intended to survive the expiration or termination of this Agreement will survive such expiration or termination.

12.5 Should either Party wish to significantly change or end the collaboration during the validity of this Teaming Agreement, an open discussion about the reasons for change or cessation of the collaboration will take place between both Parties before a final decision is made.

13. Variation

This Agreement constitutes the entire agreement between the aforementioned Parties regarding the above mentioned purpose and any warranties or guarantees, promises, express or implied made outside of this Agreement shall be deemed void and null. For any further purpose, alterations of or supplements to this Agreement shall be laid down in written form signed by **the parties**. This requirement of written form cannot be waived by a verbal declaration only.

14. Severability Clause

Should any provision of this Agreement be or become void, the validity of the other provisions will not be affected thereby. The void provision shall be replaced by the legally admissible provision which most effectively serves the desired economic purpose of the void provision. The same shall apply in the event of a gap in the implementation procedures.

15. Conflict of Interest

Each of the Parties must immediately notify the other party if, at any time during the term of this Agreement, they become aware that it has an actual or potential conflict of interest including, without limitation, a relationship of any nature which may affect, or which may reasonably appear to affect the Prime Applicant's or sub-awardee's objectivity or ability to perform hereunder ("Conflict of Interest"). As a material obligation hereunder, the Parties agree that they will not, during the term of this Agreement, form a relationship that results in a Conflict of Interest.

16. Exclusivity

As long as this Agreement remains in effect, CBM and Sub-awardee agree that they will not make an independent Proposal or join in any manner with any other prospective applicant to prepare a separate Proposal in response to the referenced Solicitation.

This Agreement shall not preclude CBM from including other subawardee or subcontractors on this Proposal as deemed necessary in CBM's sole discretion.

This Agreement shall not preclude either party from bidding or contracting independently from the other on any other Donor or industry programme which may develop or arise in the general area of business unrelated to this Agreement.

Signatures (two copies, one for each party):

For the [insert acronym of organisation]:
(authorised signatory)

For CBM:
(authorised signatory)

[insert name of signatory]
Function of signatory

name
role

For the [insert acronym of organisation]:
(second signatory, optional)

For CBM:
(authorised signatory)

[insert name of second signatory]
Function of 2nd signatory

name
role

Place, Date, Stamp

Place, Date, Stamp

