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## Cooperative marketing agreement template

This cooperation agreement, effective [DATE] is created by and between [COMPANY NAME] (prime), a [STATE] Corporation, with offices on [ADDRESS], and [SUBCONTRACTOR NAME] (hereinafter referred to as SUBCONTRACTOR) with its headquarters at [ADDRESS]. CONSIDERATIONS WHEREAS Prime will submit a proposal to [CLIENT NAME] (the customer) for services related to [Project NAME] (the Project); AND CONSIDERING that each of the parties has concluded, having carefully assessed the capacities and interests of the other parties, that a mutual effort to prepare the proposal for the implementation of the project (the proposal) would increase the likelihood of a main contract to Prime and a subcontracting award to SUBCONTRACTOR; WHEREAS, in accordance with the provisions of this Agreement, Prime and SUBCONTRACTOR have agreed to plough the project, and WHEREAS, in accordance with the provisions of this Agreement, SUBCONTRACTOR has agreed to a team exclusively with Prime in the exercise of the project, and WHEREAS such a teaming agreement (the Agreement) would be commercially beneficial to both parties for the procurement and implementation of the project; NOW THEREFORE, in accordance with the mutual covenants and promises set out herein, the presentation by Prime to the customer of a proposal including subcontractor services as a subcontractor, and other good and valuable consideration, the receipt and adequacy of which is mutually acknowledged, the parties agree as follows: Article I. Proposal preparation SUBCONTRACTOR will provide (i) appropriate and high-quality staff and do its utmost to prepare and submit to Prime such technical and cost information to be presented as follows: Article I. Proposal preparation SUBCONTRACTOR will (i) provide appropriate and high-quality personnel and will do its utmost to prepare and submit this technical and cost data to Prime as a result of its required use in the preparation of the proposal to be submitted to the client, relating to the work agreed between the parties, and as defined in Annex A. Such data and support include: CVs of key personnel to be carried out on the project (if requested by Prime); Corporate Capabilities statements; Description of the applicable SUBCONTRACTOR products and services; Participation in first-proposal meetings; Participation in the revision of the proposal (if requested by Prime); Price data; Presentation of the customer (if requested by Prime); And providing periodic questions-and-answers over the phone. Prime and SUBCONTRACTOR each draw up a cost proposal for inclusion in the final proposal, in the first prime form. Prime and SUBCONTRACTOR shall write each part of the technical portion of the proposal as agreed between Prime and SUBCONTRACTOR and provide information about its business experience and staff to the other party if necessary or necessary to prepare the final proposal. Prime and SUBCONTRACTOR ensure that the other party receives all by that party for inclusion in the proposal for submission to the client on time. Prime integrates data and materials that with other elements of the proposal, prepare the final proposal and submit the proposal to the customer. Prime's final discretion and responsibility for decisions that affect the content of the proposal rest with Prime. Prime proposes SUBCONTRACTOR as a subcontractor and will make reasonable business efforts to obtain customer approval of the proposal submitted by Prime, including the contribution of DES SUBCONTRACTOR, and to obtain the award of the customer's principal order. SUBCONTRACTOR does not provide exclusive professional services/products to other providers or directly to the Customer, for any part of the project, without prime's prior written consent. Article II. Relationship of the Parties The Parties act as independent contractors and neither party acts as the agent, representative or partner of the other Party; or, except expressly mentioned in the following, have the power to bind the other Party for any purpose; and the employees of one Party shall not be considered employees of the other Party. Prime is the main contractor and subcontractor is a subcontractor in the execution of an initial contract arising from the proposal, if it is awarded to Prime, subject to the terms of approval of this agreement. Prime and SUBCONTRACTOR agree to assume contractual responsibilities as agreed between the parties following the analysis of the proposal by the customer. During the submission and negotiation process of proposals, Prime acts as a point of contact for the customer. If necessary, SUBCONTRACTOR will have the opportunity to be present at all important discussions and conferences with the customer where subcontractor efforts and contributions will be a topic, subject to customer approval. During the term of this agreement, SUBCONTRACTOR does not carry out the work required to it under this agreement for another project bidder or for the Customer and does not independently submit a proposal for the project or part thereof to the Client. Article III. PandaTip Performance Program: It is important that you create an Annex A that contains the expected portion of the subcontractor's work that results from the proposal. The Prime undertakes to outsource only that work to the subcontractor, taking into account subcontractor who does not propose the same work with another competitor. The parties negotiate in good faith and carry out a subcontract for the implementation of those parts of the project corresponding to the contributions of SUBCONTRACTOR to the Proposal (the Subcontracting), provided that: (1) Prime is awarded the main contract for the project (the prime contract) and (2) the approves the award of such subcontracting to SUBCONTRACTOR. This subcontract shall include the required power subcontracting conditions as set out in the main contract, applicable contract clauses, including, but not limited to, negotiated provisions on liquidated damage, damage, and the requirements set out in the main contract; a provision covering the conditions laid down in Article VI(A); and the other conditions that can be agreed among themselves. SUBCONTRACTOR further acknowledges that Prime will forward all applicable terms of the Prime contract to ensure compliance with Prime Contract's operational capabilities, response time, and similar requirements specified by the customer. Prime and SUBCONTRACTOR recognise the competitiveness of this tender/proposal. Each party is given primary responsibility for the performance of specific delivery functions. The primary responsibility for delivery means that the approach described in the technical proposal is followed to prepare the specified delivery functions (Delivery). As such, SUBCONTRACTOR proposes prices, in the form specified by Prime, for the performance of assigned delivery functions. SUBCONTRACTOR acknowledges that Prime's proposal is made in confidence on these prices. If, as part of the negotiations on the Prime contract, the Client requires changes to the proposal that consist of or result in price adjustments that affect products and services to be provided by SUBCONTRACTOR, Prime and SUBCONTRACTOR, they negotiate in good faith to achieve mutually acceptable price adjustments. As Prime Contractor, Prime has overall responsibility for program management and monitors and coordinates all activities and deliverables under the contract, including, but not limited to, the final assessment, approval and delivery of contract deliveries to the Customer. SUBCONTRACTOR will provide support as a subcontractor in the areas defined in Annex A. Prime agrees to the continued participation of SUBCONTRACTOR in prime contract options provided that SUBCONTRACTOR has performed in accordance with its oral and written statements to Prime and the Customer, has been approved by the customer for each contract option and has met industry performance standards. SUBCONTRACTOR agrees to continue its participation with Prime for all project-related options provided that Prime has performed in accordance with its oral and written statements to SUBCONTRACTOR and the Customer and meets industry standards. If either Party fails to comply with the above, it shall constitute a refusal or failure to materially implement part of this Agreement as used in Article VIII.D., below. Each Party agrees that during the implementation period of this Agreement, and for a year thereafter, neither Party, without the prior written consent of the other Party, will request its employees to enter the service, or knowingly ask its employees to enter to employ one of these employees of the other Party or its affiliates. Furthermore, both SUBCONTRACTOR and Prime agree to include this provision in a subcontracting contract that will be awarded under the terms of the agreement. Article IV. Costs: Compensation Each party agrees to own costs and expenses of any kind in the preparation of the proposal and all its components and otherwise in connection with the fulfillment of its obligations under this Agreement. The parties hereby agree (and include in the subcontracting provisions) that each party compensates the other party against any losses; costs; or damages (including reasonable attorneys' fees, but excluding unforeseen or consequential damages) incurred by the compensation party as a result of claims or claims brought against the compensation and which are due to the violation by the compensation party of one of its obligations, guarantees or statements under this agreement or subcontracting. In order to qualify for such compensation, compensation must inform the compensation in writing of the compensation; and allow the compensatory party to verify the defence and settlement thereof and to cooperate fully with the compensatory party in such a defence and settlement. Article V. Proprietary and confidential information The Parties expect that under this Agreement it may be necessary to transfer either proprietary or confidential information (proprietary information). This information shall be clearly identified by the revealing Party at the time of disclosure or under other agreements between the parties, unless its content and nature is considered property or confidential by a reasonable person familiar with the subject matter of the project or agreement. The Parties acknowledge that such information is confidential and/or property. SUBCONTRACTOR recognizes that all customer information provided by Prime to SUBCONTRACTOR is considered to be Prime's proprietary information. Each Party agrees that it will use all reasonable and prudent efforts to protect the other party's proprietary information. The disclosure of such information shall be limited to persons directly participating in the preparation of the proposal and in the project and as permitted in accordance with point C. below. Neither Party may carry out any reproduction, disclosure or use of the other Party's proprietary information, except as follows: (1) Company information provided by Prime may be used by SUBCONTRACTOR solely to fulfill its obligations under this Agreement with regard to the preparation of materials for the proposal; (2) Proprietary information provided by SUBCONTRACTOR should be used by Prime only to fulfill its obligations under this Agreement with preparing the proposal and may be included in the proposal with the prior written consent of SUBCONTRACTOR; and (3) Proprietary information may be used as expressly permitted by a written authorisation signed by an official of the public party. Subject to other agreements between the Parties, which are strength and effect, restrictions on the reproduction, disclosure or use of proprietary information do not apply to and neither party is liable for reproduction; disclosure or use of proprietary information in respect of which one of the following conditions exists: Prior to its receipt under this Agreement, it was independently developed by the party which received it, or was lawfully known to the Party who received it, or which was lawfully received from other sources, including the revealing party or the Client, provided that that other source did not receive it due to a breach of this cooperation agreement or any other agreement between the Parties. Upon receipt of it under this Agreement (a), the disclosure party shall disclose it without limitation by the revealing party or by the disclosure party to third parties, including the Client; (b) it has been lawfully obtained by the party receiving it without restrictions from other sources, including the Client, provided that that other source has not received it because of a breach of this Agreement or any other agreement between the Parties; or (c) if such information otherwise falls under the public knowledge or becomes widely known to the public without the responsibility of the receiving party. Neither the execution and delivery of this cooperation agreement, nor the disclosure of proprietary information by either Party to the other Party, shall not be construed as granting a license to the other Party, whether expressly, by implication, estoppel, or otherwise, any license for any purpose under an invention, patent, trademark or copyright now or hereafter owned or controlled by the revealing Party. Notwithstanding the expiry of the other parts of this Agreement, the obligations and provisions of this Article shall remain in place unless both Parties have been terminated in writing. Article VI. Rights in materials It is recognized and agreed that the parties may be required under the Prime Contract or the Subcontract to license or otherwise grant the Customer rights to materials, data and information produced under the Prime Contract and/or the Subcontract. With regard to such materials, SUBCONTRACTOR shall take the measures that prime may reasonably request to transfer or confirm rights in such materials; Article VII. Copyright rights It is mutually agreed that neither party will acquire rights directly or by implication in the data and copyrights of the other Party to that Party, including, but not limited to, copyrights in works of authorship, including software, firmware or other forms of created before the date of this cooperation agreement. Subject to Article VI.A., the rights to data or copyrights in works of authorship, including software, firmware or other forms of computer programs, created by one or more employees of one of the parties during the term of this Agreement, are solely the property of that Party. Copies Copies information and works of authorship provided by the Party holding it to the other Party (the receiving Party); shall be handled by the receiving Party in accordance with Article V - Proprietary and confidential information contained in the agreement; and is dealt with by the receiving Party in accordance with applicable US copyright laws when such copies bear a legal copyright certificate. Except as referred to in Article VI.A., it has been agreed that all rights to data and copyright in works of authorship jointly established by one or more employees of one party with one or more employees of the other Party under this Agreement are jointly owned by the Parties in which each Party has an undivided interest in all these joint rights in the field of data and copyright. The costs of preparing, submitting and maintaining registrations for such jointly owned copyrights shall be borne by the party who chooses to apply for registration. The other Party shall provide the contracting authority with all documents, documents, contracts or other assistance which may be necessary in the submission and maintenance of each such application and the resulting registration. Nothing in this Article VII is deemed to be replaced or contrary to the Client's rights under and under the Prime Agreement. Article VIII. Termination of the Agreement Unless otherwise provided for in Article V of this Agreement and unless it is renewed by mutual written agreement of the Parties, this Agreement shall automatically end upon the occurrence of one of the following events, if it will happen first: The Client's official reply that he will not award prime contract for the project to Prime (but after the final resolution of any protest or dispute over such determination). Official publication by the Client of the award of an initial contract or contracts for the project to a bidder or bidders other than Prime (but after the final resolution of a protest or litigation relating to such a provision). Disapproval by the customer of the selection of SUBCONTRACTOR, or the customer's guidance to Prime to select a contractor other than SUBCONTRACTOR for the work identified in the proposal as responsible for the subcontractor; provided that, provided that upon the first receipt of Prime's (written or oral) notification that the Customer intends to take such action, Prime informs the subcontractor thereof and, to the extent permitted by the Customer, ISP has the ability to respond to customer issues that cause this disapproval, and jointly use prudent business efforts with Prime to persuade the Customer to select. However, the period of 12 months from the date of this Agreement, provided that the contract is automatically renewed if no decision or official announcement of a main contract or award of a contract for the work identified in the proposal as the first and the responsibility of the work identified for the entrepreneur is adopted, 12 months after the effective date of this agreement. This extension shall last 30 days after the Client has made a decision or official announcement or to the written consent of the parties. Prior to the award, the proposal drawn up in this context may be withdrawn, after mutual agreement of the parties, with any competition proposal or any effort relating to this project concluded by either party. If either party is purchased by another corporate entity that would have a negative or negative impact on securing a contract with the Customer, the other party may terminate this agreement. If, during the term of this Agreement, a Party refuses or does not materially implement part of this Agreement during the term of this Agreement and does not or refuses to correct it within 30 (30) days of receipt of a written notification, the other Party may terminate this Agreement on 30 (30) days of written notification. Article IX. Limitation of liability Unless the loss or damage is caused by embezzlement or unlawful disclosure by either party of the other's intellectual property rights or confidential business information, neither party shall in any event be liable for any loss of income or gains or loss of goodwill or for any other indirect, special, incidental or consequential damage suffered by the other Party in connection with this Agreement. Subject to the foregoing, the direct injury may not exceed the reimbursement of the costs and costs incurred by the injured party in drawing up the proposal and implementing this Agreement. The parties agree that a breach of the obligations set forth by either party could cause irreparable harm to the other who cannot be compensated only with monetary damage and that each party has the right to obtain temporary and permanent coercive relief to prevent such damage. Article X. Publicity entrepreneur is not authorized to make a press release or any other written or oral notice regarding the project, the Principal, the Proposal or this Agreement, including the Main Contract or the Subcontract, except with the express written consent of Prime and the Customer. Nothing in this Agreement shall be deemed to authorise either Party to make a press release or any other written or oral disclosure of any other agreement between the Parties, except with the express consent of the other Party. Article XI. Commitments Nothing in this agreement is deemed to grant subcontractors or Prime the right to enter into commitments for or on behalf of the other Party without the express prior written consent of the other Party. Article XII full agreement; Assignment; Administrative law This Agreement contains the full agreement and agreement between the Parties on a contracting arrangement for the proposal and replaces any prior oral or written agreements; agreements; or communications relating to the subject matter of this Agreement. This agreement can only be amended or amended by a written instrument carried out by both Prime and SUBCONTRACTOR. Neither Party shall grant this Agreement in whole or in part without the prior written approval of the other Party. Any measure for the implementation of this Agreement shall be instituted in the State [STATE]. In Witness Whereof, this cooperation agreement is duly implemented by the duly authorised representatives of the Parties, as set out below. [COMPANY NAME] \_\_\_\_ [TITLE] DATE [SUBCONTRACTOR NAME] \_\_\_\_

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