

TEAMING AGREEMENT

THIS AGREEMENT made and entered into this day of August 3, 2023, by and between **Sail Pensacola Inc.**, a Florida not-for-profit corporation, (the “Contractor” or “Team Lead”), with administrative offices at 2 Portofino Dr, Ste 2107, Pensacola Beach, Florida 32561; and, the **University of West Florida Board of Trustees** (the “Subcontractor” or “Team Member”), with administrative offices at the Office of Research Administration and Engagement, 11000 University Parkway, Building 11, Pensacola, Florida 32514, and

WHEREAS, Team Lead intends to submit a “Proposal”, as further described below, to Triumph Gulf Coast, Inc. (“Funding Agency”); and

WHEREAS, Team Lead and Team Member have complementary capabilities available within their respective organizations and desire to combine their respective capabilities in a joint effort to develop and submit said Proposal, and they further agree to work collaboratively to complete the work required by any resulting contract funding such Proposal (“Contract”).

NOW THEREFORE, to effect the foregoing and in consideration of the mutual covenants hereinafter contained, Team Lead and Team Member agree as follows:

1. PROPOSAL ACTIVITIES

- 1.1 Team Member shall submit to Team Lead all appropriate technical and business data and information concerning its proposed portion of the project, including reasonable cost or pricing data, for use in preparation of the Proposal. Team Member shall make available appropriate resources and personnel to provide reasonable assistance to Team Lead in the preparation of the Proposal as directed by Team Lead.
- 1.2 Team Lead will prepare the Proposal, integrate the information provided by the Team Member, and submit the Proposal to the Funding Agency. Team Lead will include the Team Member's price for its proposed portion of the project in the Proposal. Team Lead shall have the final right to determine the technical contents of the Proposal. Team Member reserves the right to terminate its involvement in the Proposal, at its absolute and sole discretion, at any time prior to submission to the Funding Agency.
- 1.3 Team Lead shall identify Team Member as a proposed subcontractor and describe Team Member's intended project responsibilities in the Proposal.
- 1.4 Team Lead shall be the prime interface with the Funding Agency and shall direct and coordinate all activity related to the Proposal. If communications are initiated by the Funding Agency directly with Team Member concerning the Proposal, Team Member shall use its best efforts to refer such communications to Team Lead or, if referral is not possible, to coordinate with Team Lead prior to answering such communications. In any event, Team Member shall promptly notify the Team Lead of such contact and the nature and details of such communication.

2. AWARD OF CONTRACT

- 2.1 In the event Team Lead wins the Contract contemplated by the solicitation for the Program, it is agreed that Team Lead and Team Member will, in good faith, proceed in a timely manner to negotiate a mutually acceptable subcontract for the work identified in the Contract that was to be the Team Member's responsibility, unless otherwise directed by the Funding Agency.
- 2.2 The subcontract shall embody, among other provisions, those terms and conditions of the Contract that must be passed on to the Team Member in order to comply with the Contract.
- 2.3 The subcontract will be negotiated at a fair and reasonable price to be established after cost or price analysis in accordance with the requirements of the applicable Funding Agency procurement regulations. In the event that negotiations with the Funding Agency result in a substantial reduction of the Team Member's area of responsibility from that proposed by the Team Lead, the Team Member shall have prior opportunity to consult with the Team Lead and review the effect of such reduction or revision before settlement with the Funding Agency. It is understood between Team Lead and the Team Member that any such subcontract may be subject to the approval of the contracting officer of the procuring authority of the Funding Agency, regardless of the provisions hereof.
- 2.4 Each party shall exert its reasonable efforts toward the successful performance of the Contract contemplated by the solicitation for the Program.

3. PROPRIETARY INFORMATION OF THE PARTIES

- 3.1 The parties anticipate that under this Agreement it may be necessary for either party to transfer to the other party information of a proprietary nature. Proprietary information shall be clearly identified by the disclosing party at the time of disclosure by (i) appropriate stamp or markings on the document exchanged; or (ii) written notice, with attached listings of all material, copies of all documents, and complete summaries of all oral disclosures, delivered within one (1) week of the disclosure to the other party.
- 3.2 Each of the parties agrees that it will use the same reasonable efforts to protect such information as are used to protect its own proprietary information. Disclosures of such information shall be restricted to those individuals who are directly participating in the Proposal, Contract, and subcontract efforts described by this Agreement or as required by law. Team Member is subject to the requirements of the Florida Public Records Law, Chapter 119, Florida Statutes, and must abide by those requirements as determined by Team Member in its absolute and sole discretion.
- 3.3 Each party may reproduce, disclose, or use such proprietary information only for the purposes to perform its obligations under this Agreement, except where prior written authorization is received from the disclosing party allowing other uses and as required by law.

4. RIGHTS IN INVENTIONS

4.1 Inventions conceived during the course of work under the Contract contemplated by this Agreement shall remain the property of the inventing party. In the event of jointly owned inventions, the parties shall establish their respective rights by negotiations between them. In this regard, it is recognized and agreed that the parties may be required to and grant license or other rights to the Funding Agency to inventions, data, and other information under such standard provisions as may be contained in the Contract contemplated by this Agreement.

5. PUBLICITY AND NEWS RELEASE

5.1 No publicity or advertisement regarding the proposal or the Program or otherwise relating to this Agreement shall be released without the prior written approval of Team Lead, which consent will not be unreasonably withheld. However, nothing herein prevents either party from disclosing the existence of this Agreement, the general nature of the work, or the identity of the parties.

6. NOTICES

6.1 Each party shall appoint one (1) principal technical, and one (1) administrative, representative as the primary points of contact between the parties.

Principal Technical POC:

Team Lead: Timothy Ryschon, MD, President, Sail Pensacola Inc.

Team Members: Nicole Gislason, Executive Director, UWF Haas Center; Mike Reynolds, Chairperson, Mechanical Engineering

Administrative POC:

Team Lead: Tom Pace, Vice President, Sail Pensacola Inc.

Team Member: Matthew Schwartz, UWF Associate VP of Research Administration

7. TERM

7.1 This Agreement, which is effective upon the date of its execution by the last of the signatory parties hereto, shall automatically expire and be deemed terminated effective upon the date of the happening or occurrence of any one of the following events or conditions, whichever shall first occur:

- (a) Official Funding Agency announcement or notice of the cancellation of the Program.
- (b) The receipt by Team Lead of written notice from the Funding Agency that it will not award the Contract for the Program to Team Lead.
- (c) The receipt by Team Lead of official Funding Agency notice that the Team Member will not be approved as a Team Member under the Contract on the Program or that statement of work has been eliminated from the requirements of the Program.

- (d) Award of a subcontract to the Team Member by Team Lead for its designated portion of the Program.
- (e) Mutual agreement of the parties to terminate the Agreement.
- (f) The expiration of a one (1) year period commencing on the effective date of this Agreement unless such period is extended by mutual agreement of the parties.

8. RELATIONSHIP

- 8.1 This Agreement pertains only to the Proposal relating to the Program and to no other joint or separate effort undertaken by Team Lead or Team Member. The parties hereto shall be deemed to be independent contractors and the employees of one party shall not be deemed to be employees of the other. This Agreement shall not constitute, create, or in any way be interpreted as a joint venture, partnership, agency relationship, or formal business organization of any kind.

9. EXPORT CONTROLS

- 9.1 The parties shall comply with United States export control laws and regulations that apply to information and materials that are exchanged under this Agreement.
- 9.2 In the event the disclosing party believes it is necessary to disclose export controlled data, the disclosing party will first contact the receiving administrative POC and provide a description of the export controlled data along with a statement identifying the specific export control classification number under the Commerce Control List or the specific US Munitions List entry, as applicable, and the need to disclose the export controlled data. The disclosing party acknowledges that the receiving party will and must rely on the disclosing party's assessment of the export-controlled status of the disclosing party's information in deciding whether or not to accept the export controlled data.

10. ASSIGNMENT

- 10.1 This Agreement may not be assigned or otherwise transferred by either party, in whole or in part, without the express prior written consent of the other party.

11. DISPUTE RESOLUTION

- 11.1 For any dispute related to this Agreement that the parties cannot resolve by mutual agreement, the parties shall seek agreement through formal mediation in Pensacola, Escambia County, Florida, failing which either party may pursue any remedies legally available.

12. MISCELLANEOUS

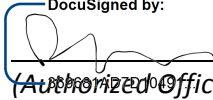
- 12.1 Other than the solicitation for the Program, this Agreement shall not preclude either party from bidding or contracting independently from the other on any government or non-government program that may develop or arise in the general area of business related to this Agreement or in any other area.

- 12.2 Each party to this Agreement will bear its respective risks and liabilities incurred by it as a result of its obligations and efforts under this Agreement.
- 12.3 Either party hereto is authorized to disclose the terms and conditions of this Agreement to appropriate Funding Agency officials upon their request with notification to the party.
- 12.4 In the event a Contract is not awarded to Team Lead as a result of a Proposal, each party will, at the request of the other party, return all materials of the originating party, including but not limited to, those that are written, printed, drawn, or reproduced.
- 12.5 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and may not be amended except by written document signed by duly authorized representatives of each of the parties.

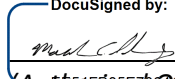
Signature page follows

THE PARTIES have caused this agreement to be executed by their duly authorized representatives as of the Effective Date.

Team Lead

By: 
 (Authorized Official Signature)
 Name: Timothy Ryschon, MD
 Title: President
 Date: 08/02/2023

Team Member

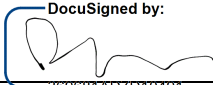
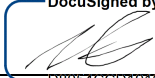
By: 
 (Authorized Official Signature)
 Name: Matthew Schwartz, PhD
 Title: Associate VP of Research Administration
 Date: 08/03/2023

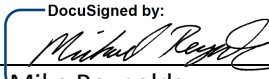
Approved for form and legal sufficiency:


 Office of the General Counsel

Principal Investigator Acknowledgment:

I understand and will abide by the terms and conditions of this Agreement.

Team Lead Principal Technical Contact	Team Member Principal Technical Contact
Signature: 	Signature: 
Print Name: <u>Timothy Ryschon</u>	Print Name: <u>Nicole Gislason</u>
Date: <u>08/02/2023</u>	Date: <u>08/02/2023</u>

	Team Member Principal Technical Contact
	Signature: 
	Print Name: <u>Mike Reynolds</u>
	Date: <u>08/02/2023</u>