CONTRACTOR TEAM ARRANGEMENTS—
COMPETITIVE SOLUTION
OR LEGAL LIABILITY
The Deskbook for Drafting Teaming Agreements

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PREFACE

Competition for major federal programs today generally is team versus team, and not company versus company. The importance of team formation to a federal contractor's business success is not disputed, but team formation has not received the attention and focus that it deserves. Team formation too often is approached in a reactive manner during the heat of a competition, and not afforded the adequate attention and due diligence warranted by a decision with both major competitive impacts and significant legal obligations. The process often brings together in what is to be a collaborative environment companies that are fierce competitors in other situations. These facts provide the reasons for this monograph. Its goal is to provide an understanding of the reasons for team formation, including the risks inherent in the team formation process.

An observation from having taught professional development classes on strategic alliances, team formation, and drafting of teaming agreements for many years, is that there is much "lore" held by those who pick teammates, negotiate teaming agreements, and administer relationships. There has been little study of actual team arrangements to identify best practices and risk mitigation mechanisms; instead, the process often consists of a determination of what was sufficient in a previous situation to "lock in" a teammate and obtain corporate approval. This monograph does not purport to provide a comprehensive research project into successful team arrangement techniques, but it does seek to provide an understanding of the team formation process, and offer a framework to facilitate successful team arrangements.

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