

TEAMING AGREEMENT

BETWEEN

Eurasia Partnership Foundation, an organization registered in Armenia under registration number 222.160.00823, whose registered office is at 1/21 Azatutyan Avenue, Suite 23, Yerevan 0037, Armenia;

and

“National Center for Education Development and Innovation” Foundation, an organization registered in Armenia under registration number 222.160.945132, whose registered office is at 3 Vazgen Sargsyan Street, Government House #2, Yerevan 0010, Armenia;

and

“Paradigma” Educational Foundation, an organization registered in Armenia under registration number 222.160.1051571, whose registered office is at 27 Rostovyan Street, Apartment 22, Yerevan 0008, Armenia;

and

“Participatory School” Educational Foundation, an organization registered in Armenia under registration number 222.160.1155035, whose registered office is at 1 Pavstos Buzand Street, Apartment 31, Yerevan 0010, Armenia.

EFFECTIVE DATE: August 10, 2021

This Teaming Agreement (“**Agreement**”) establishes the basis for a relationship, under which the Parties will work together for the purpose of preparing and submitting a proposal (the “Proposal”) in response to USAID’s NOFO 72011121RFA00002 titled *Armenia Civics for Engagement Activity* (the “NOFO”). In case the Proposal is approved by USAID, the Parties will work together for its implementation based on a Memorandum of Understanding to be concluded in time among all Consortium Partners at, as well as a Sub-grant Agreement to be concluded between EPF and each Consortium Partner (see below).

The Parties hereby agree to the following:

1. Proposal Preparation and Submission

1.1 Obligations of EPF

EPF will bear primary responsibility for the design of the technical and financial approach and for the preparation, reproduction and delivery of the Proposal.

1.2 Obligations of Consortium Partner

Consortium Partner will be responsible for providing assistance to EPF in developing the Proposal as requested and agreed by the Parties.

The Consortium Partner agrees to make available the benefit of their experience, knowledge and skill in providing relevant information, advice and assistance for USAID's NOFO, and to provide all such information reasonable requested by EPF for inclusion in the Proposal promptly and to an appropriate standard. Such assistance could include providing capability statements and references, Curricula Vitae for Consortium Partner's personnel to be included in the Project in the required formats, fees, breakdown of fee rates and levels of resource effort if and to the extent required, and to comply with the mandatory requirements of USAID's NOFO and USAID's Grant Agreement, and contributions to sections of the Proposal as required by EPF.

2. Costs during Proposal Preparation

2.1 Each Party will bear all of its respective costs incurred in the preparation and bidding activities related to the Proposal. Each party shall also bear their own costs associated with any subsequent interviews/negotiations/presentations prior to the start of the Project (e.g. meetings requested by USAID, additional documents needed, etc.)

3. Contractual Arrangements & Role of Consortium Partner during Implementation

3.1 In the event that USAID awards EPF a Grant Agreement directly resulting from the Proposal, EPF will bear primary responsibility for administration and management of the USAID's Grant Agreement.

3.2 In the event that USAID awards EPF a Grant Agreement directly resulting from the Proposal, the Parties will in good faith prior to the commencement of the Project, proceed in a timely manner to conclude a mutually acceptable Sub-grant Agreement between EPF and Consortium Partner, as well as a Memorandum of Understanding among all Consortium Partners.

Any such Sub-grant Agreement will detail the Consortium Partner's respective services and activities consistent with the Proposal, including, but not limited to:

(a) Participation in the general strategic governance of the project from the perspective of its content, aims, objectives, action plans, required changes, issues which appear during implementation, evaluations, etc., alongside with other Consortium Partners, as defined in the Proposal or as appeared during implementation, having in mind that the primary responsible Party for the project vis-à-vis USAID is EPF. This may involve meetings, negotiations, strategic planning, joint sessions on lessons learned etc., addressing emergencies, on-line or off-line, as planned by the Project or as comes necessary;

(b) Personnel to be provided;

- (c) A final breakdown of fee rates and expenses if and to the extent required to comply with the mandatory tendering requirements of USAID's NOFO and USAID's Grant Agreement (if changed after the Proposal submission and approval);
- (d) Level of effort, duration, entitlements and specific terms of reference of Project-related assignments;
- (e) Other incurred responsibilities of the Parties.

4. Confidentiality and the Nature of Relationship between the Parties

- 4.1 The Parties agree that any exchange of confidential information hereunder, including but not limited to information relating to the business affairs, operations, processes, plans or intentions (including the existence as well as the content of such plans or intentions), product information, know-how, design rights, trade secrets, software, market opportunities, customers, customer details and customer business affairs of either Party or of any investee entity of either Party (or of any Associate thereof), pursuant to the preparation of the Proposal, will be exchanged in accordance with the terms and conditions of this Agreement.
- 4.2 EPF and Consortium Partner will treat the details of this Agreement, written or oral and regardless of form, as private and confidential.
- 4.3 Each Party hereby undertakes with the other that it shall (and shall ensure that its personnel shall) not divulge or use any material or information (a) relating to the business or affairs of the other and (b) acquired in the course of preparing the Proposal.
- 4.4 The Consortium Partner warrants that it will not submit any documents pertaining to this Proposal to USAID without the prior written approval of EPF's CEO.
- 4.5 This confidentiality restriction shall apply without limitation in time but shall not apply in respect of materials or information which may come into the public domain prior to the effective date of this Agreement otherwise than through unauthorized disclosure by the personnel of the Party that is not in breach or is legally compelled to do so.
- 4.6 In instances where EPF approves in writing Consortium Partner to share material or information produced for the Proposal with third parties, Consortium Partner shall put in place a Non-Disclosure Agreement ensuring confidentiality of information associated with the Proposal.
- 4.7 The relationship between Consortium Partner and another Consortium Partner engaged in preparing this Proposal follows the same rules of confidentiality and OCI (see below). Consortium Partners, including EPF, are not precluded from working together and having any other or additional agreements on any other project or joint undertaking, which do not affect the interests of any of the Parties concerning the current Agreement. Consortium Partner (including EPF), notifies about such engagements the other Consortium Partners in the event it is needed

for preparation of the Proposal or if such engagement otherwise affects the Proposal preparation process.

5. Organizational Conflicts of Interest

Consortium Partner represents and warrants the following to EPF:

- 5.1 Consortium Partner is not precluded from performing the work contemplated by the Proposal, by virtue of an organizational conflict of interest (“OCI”)¹ created by work performed or being performed on any past or present USAID grants, sub-grants, contracts, subcontracts, or consultancy agreements.
- 5.2 The facts and circumstances of Consortium Partner’s past and present work under USAID grants, sub-grants, contracts, subcontracts and consultancy arrangements do not disqualify or limit Consortium Partner and would not disqualify EPF or any other consortium partner to the Proposal in submitting the Proposal to USAID or performing work on the Project by virtue of inclusion of Parties in the Proposal.
- 5.3 Consortium Partner has no reason to believe that USAID will contend that Consortium Partner has an OCI that would disqualify or limit it, EPF, or any other consortium partners in the Proposal by virtue of inclusion of Consortium Partner in the Proposal.
- 5.4 Consortium Partner shall disclose to EPF if they are also intending to compete for the opportunity (NOFO 72011121RFA00002) as a partner in a bidding consortium other than the one formed through this Agreement, including the general nature of their other engagements and how potential conflicts of interests shall be managed (a disclosure of other particulars of such an arrangement, such as the names of the members of the other Consortium, is not required).

NB. According to the NOFO, Consortium Partner may not go as a lead with other Partners with a proposal competing with this Proposal. This will summarily disqualify both and any such proposals from consideration by USAID.

6. Expiration/Termination

- 6.1 This Agreement shall automatically expire and be deemed terminated on the date of the occurrence of any of the following events or conditions:
- 6.2 Official USAID announcement or notice of the cancellation of the NOFO or withdrawal of the procurement from competition by USAID;
- 6.3 Receipt by EPF of written notice from USAID that it will not award the grant or will award the grant to another Party other than EPF;

¹ OCI means a CI of the entire organization as well as any of its member and/or employee whose CI may affect the USAID’s decision of not granting this Proposal.

- 6.4 A decision in writing by either Party that it will not submit the Proposal;
- 6.5 After reasonable remedial efforts by both Parties, a notice submitted in writing by EPF to Consortium Partner that EPF will not submit the Proposal in collaboration with Consortium Partner as a result of Consortium Partner's non-performance in the preparation of the Proposal being deemed unsatisfactory by EPF;
- 6.6 Mutual written agreement of the Parties to terminate the Agreement;
- 6.7 EPF or Consortium Partner become insolvent or bankrupt or have insolvency or bankruptcy proceedings (or their equivalent) filed against them in Armenia;
- 6.8 A Force Majeure event has continued preventing EPF or Consortium Partner from carrying out its service;
- 6.9 A material breach by a Party of the terms of this Agreement;
- 6.10 In the event the Proposal is granted by USAID to this Consortium and this Agreement is correspondingly replaced by a Memorandum of Understanding among all Consortium Partners.

Notwithstanding the above, Clause 4 Confidentiality shall remain in effect without limitation in time.

7. Limitation of Liability

In no event will either Party be liable to the other for any lost revenues, lost profits, incidental, indirect, consequential, special or punitive damages.

8. Variations and Entire Agreement

This Agreement represents the entire agreement between the Parties with respect to the preparation of the Proposal. No variation in the terms or scope of this Agreement shall be effective unless mutually agreed by EPF and Consortium Partner in writing.

9. Indemnity

Each party shall bear the liability for and release, defend, indemnify and hold the other party harmless from injury or death to any third party and for any damage or loss of property of any third party to the extent such injury, death, damage or loss is caused by the breach, fault or negligence of the indemnifying party.

In no event shall either party hold the other liable for any special, incidental, indirect and consequential damages, including but not limited to, lost revenues and profits and lost business opportunities, in connection with this Agreement and any future Sub-agreement between EPF and Consortium Partner.

10. **Disputes and Governing Law**

EPF and Consortium Partner shall do their best to resolve any dispute in an amicable manner. In case the dispute is not resolved, the Parties may apply to court.

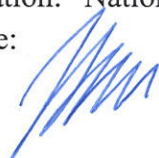
This Agreement shall be governed by and construed in accordance with the laws of the Republic of Armenia.

IN WITNESS WHEREOF, the Parties by their duly authorized representatives have each executed this Agreement effective on the Effective Date first written above.

Name: Gevorg Ter-Gabrielyan
Position: Chief Executive Officer
Organization: Eurasia Partnership Foundation
Signature:



Name: Artashes Torosyan
Position: Executive Director
Organization: "National Center for Education Development and Innovation" Foundation
Signature:



Name: Narek Manukyan
Position: Co-founder
Organization: "Paradigma" Educational Foundation
Signature:



Name: Vahram Soghomonian
Position: Director
Organization: "Participatory School" Educational Foundation
Signature:



Date: August 10, 2021