Mathing AIA[®] Document C102[™] – 2015

Standard Form of Teaming Agreement Between Team Manager and Team Member for the Purpose of Responding to a Solicitation and Pursuing a Project

AGREEMENT made as of the _____ day of _____ in the year _____ (*In words, indicate day, month and year.*)

BETWEEN the Team Manager: *(Name, legal status, address and other information)*

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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and the Team Member: (*Name, legal status, address and other information*)

To respond to a Solicitation for the following Project: (*Name, location and detailed description*)

The Owner:

(List name, address of, and other information pertaining to, the person or entity that issued the Solicitation.)



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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 The Team Manager and the Team Member enter into this Agreement to establish the Team Manager's and Team Member's responsibilities, and terms and conditions for, developing a Proposal in response to the Solicitation; and to set forth, in Exhibit A, the Team Member's scope of services or work, compensation, and terms and conditions for performing the services or work on the Project if the Owner accepts the Proposal and the Team Manager enters into an agreement with the Owner.

§ 1.2 The Team Manager and the Team Member agree to contribute their knowledge, skills and services toward the response to the Solicitation, and to work together, and with any other Team members, for the purposes identified in this Agreement.

§ 1.3 Definitions

§ 1.3.1 Exhibit A

Exhibit A, identified in Article 10, sets forth the Team Member's scope of services or work, compensation, and terms and conditions for performing the services or work on the Project if the Owner accepts the Proposal and the Team Manager enters into an agreement with the Owner. Exhibit A includes the requirements of the Solicitation as it pertains to the services or work to be performed by the Team Member for the Project.

§ 1.3.2 Honorarium or Stipend

An honorarium or stipend is a sum of money that may be paid by the Owner to persons or entities that submit responses to the Solicitation.

§ 1.3.3 Proposal

The Proposal is the response to the Solicitation that is prepared by the Team Manager, in collaboration with the Team Member, and submitted by the Team Manager to the Owner.

§ 1.3.4 Solicitation

The Solicitation is the Owner's request for a Proposal with respect to the Project, including any subsequent amendments and addenda. A copy of the Solicitation, current as of the date of this Agreement, is attached as Exhibit B.

§ 1.3.5 Owner

The Owner is the person or entity identified in this Agreement that issues the Solicitation.

§ 1.3.6 Team

The Team shall be comprised of the Team Manager, the Team Member identified in this Agreement, and any other Team member that the Team Manager enters into a separate agreement for purposes of responding to the Solicitation.

§ 1.3.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Team Manager, Team Member, any other Team members, and their respective contractors and consultants. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, digital models and other similar materials.

ARTICLE 2 INITIAL INFORMATION

§ 2.1 This Agreement is based on the Initial Information set forth in this Article 2. (Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

§ 2.2 Members of the Team

§ 2.2.1 The Team Manager identifies the following representative in accordance with Section 3.1.1: (List name, address and other information.)

§ 2.2.2 The Team Member identifies the following representative in accordance with Section 3.1.2: (List name, address and other information.)

§ 2.2.2.1 The Team Member identifies the following key personnel in accordance with Section 3.1.2: (List name, address and other information.)

§ 2.2.2.2 The Team Member identifies the following consultants or contractors that will assist the Team Member in performing its obligations under this Agreement:

(If known, list name, address, discipline, specialty or trade, and other information.)

§ 2.2.3 The Team Manager identifies the following other Team members: (If known, list name, address, discipline, specialty or trade, and other information.)

§ 2.3 Scope of Services

The Team Member shall provide the following services in connection with the response to the Solicitation: (Describe the Team Member's Scope of Services below or identify a document that provides the description and attach *it as an exhibit.*)

§ 2.4 Team Milestone Dates

(Identify Team Milestone Dates, such as dates for interim submissions and submission of the Proposal.)

§ 2.5 Insurance

§ 2.5.1 The Team Manager and Team Member shall each comply with the insurance requirements set forth in the Solicitation as follows:

(Indicate below, or in an attached exhibit, the allocation between the Team Manager and Team of the insurance requirements set forth in the Solicitation. If in an exhibit, identify the exhibit.)

§ 2.5.2 If the Team Member is to furnish professional services under this Agreement, the Team Member shall maintain Professional Liability insurance covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than ______ (\$ ___) per claim and ______ (\$ ___) in the aggregate.

§ 2.5.3 The Team Member shall provide to the Team Manager certificates of insurance evidencing compliance with the requirements in this Section 2.5.

ARTICLE 3 THE TEAM MANAGER AND THE TEAM MEMBER

§ 3.1 Relationship Between the Team Manager and the Team Member

§ 3.1.1 The Team Manager is the person or entity identified as such in this Agreement and is referred to throughout this Agreement as if singular in number. The Team Manager shall designate in writing a representative who shall have express authority to bind the Team Manager with respect to all matters requiring the Team Manager's approval or authorization.

§ 3.1.2 The Team Member is the person or entity identified as such in this Agreement and is referred to throughout this Agreement as if singular in number. The Team Member shall designate in writing a representative who shall have express authority to act on its behalf with respect to the response to the Solicitation. The Team Member shall identify key personnel who will perform the Team Member's services under this Agreement. The Team Member shall not replace its identified representative or key personnel without the Team Manager's approval, which shall not unreasonably be withheld.

§ 3.1.3 This Agreement is not intended to create an agency, partnership, joint venture or other similar relationship between the Team Manager and the Team Member.

§ 3.1.4 Neither the Team Manager, nor the Team Member, shall have the authority to bind the other party, except as otherwise provided in this Agreement.

§ 3.1.5 Neither the Team Manager, nor the Team Member, shall be responsible for the acts or omissions of the other party, the other party's consultants, the other Team members, or any of their agents or employees, or other persons performing any of the services with respect to the response to the Solicitation.

§ 3.1.6 The Team Manager and the Team Member shall provide prompt written notice if either party becomes aware of any errors, omissions or inconsistencies in the services or information provided by the other party or other Team members.

§ 3.1.7 The relationship between the Team Manager and the Team Member shall be: *(Check the appropriate box.)*

- [] Exclusive: the Team Member shall not participate with any non-Team person or entity, or with a different team, with respect to the Solicitation.
- [] Non-exclusive: the Team Member may participate with a non-Team person or entity, or with a different team, with respect to the Solicitation, subject to the confidentiality provisions in Article 6.

§ 3.1.8 Other than in connection with a non-exclusive relationship, if allowed by Section 3.1.7, neither party shall engage in any activity, or accept any employment, interest, or contribution, that would create a conflict of interest with respect to the Solicitation or the Project, without the express written consent of the other party.

§ 3.1.9 Nothing in this Agreement shall preclude either the Team Manager or the Team Member from pursuing an opportunity that is unrelated to the Solicitation or the Project.

§ 3.1.10 The Team Manager and the Team Member agree not to solicit or hire employees of the other party who are involved with the Solicitation or the Project, prior to one year after termination of this Agreement, without such party's express written consent. If the Team Manager or Team Member hires an employee of the other party who is involved with the Solicitation or the Project prior to one year after termination of this Agreement, such party agrees to pay to the other party the amount set forth below.

(Insert stipulated sum or method of calculation for the amount to be paid as damages by each party.)

§ 3.1.11 To the extent required by the governing jurisdiction, the Team Manager and Team Member shall be lawfully licensed to provide the services required under this Agreement or shall cause such services to be performed by appropriately licensed professionals.

§ 3.1.12 Upon termination of this Agreement in accordance with Section 7.2, the Team Manager and the Team Member shall have the right to include photographic or artistic representations contained in the Proposal in their promotional and professional materials under the following conditions:

- .1 the Solicitation does not contain any provisions to the contrary;
- .2 appropriate credit is provided to the other party and other Team members, if any; and
- .3 the materials do not include Confidential Information as defined in Article 6.

§ 3.1.13 If the Owner accepts the Proposal and the Team Manager enters into an agreement with the Owner, Exhibit A becomes effective as the agreement between the Team Manager and Team Member for the performance of work or services for the Project. This provision survives the termination of this Agreement pursuant to Section 7.2.1.

§ 3.2 Team Manager's Responsibilities

§ 3.2.1 The Team Manager shall perform its services under this Agreement consistent with the skill and care ordinarily provided by professionals, consultants, or other construction industry participants performing services in the same or similar locality under the same or similar circumstances.

§ 3.2.2 The Team Manager shall make decisions on behalf of the Team, and shall manage the Team, for the purpose of allowing the Team Manager to respond to the Solicitation on behalf of the Team.

§ 3.2.3 The Team Manager shall prepare a schedule to establish the milestones for the Team to respond to the Solicitation. The Team Manager shall consider the information the Team Member provided under Section 3.3.2. The schedule shall include allowances for periods of time required for the performance of the Team Member's obligations under this Agreement, the Team Manager's review of materials submitted by the Team Member and incorporation of those materials into the Proposal, and for the performance of the other Team members and the Team Manager's consultants, if applicable. Time limits established by the schedule shall not be modified without the approval of the Team Manager and the Team Member.

§ 3.2.4 Prior to Submission of the Proposal

§ 3.2,4.1 The Team Manager shall promptly convey information to the Team Member that is relevant to respond to the Solicitation, including milestones and deadlines.

§ 3.2.4.2 The Team Manager shall promptly notify the Team Member regarding any changes in the Solicitation that may affect the Team Member's services under this Agreement or the Team Member's services or work under Exhibit A.

§ 3.2.4.3 The Team Manager may enter into separate agreements with others, who will become Team members, as necessary to respond to the Solicitation. The Team Manager shall notify the Team Member when other Team members are added to the Team, and upon request by the Team Member, shall furnish the Team Member with copies of the scopes of services in such agreements.

§ 3.2.4.3.1 While this Agreement is in force, the Team Manager shall not engage another person or entity to provide a scope of services substantially similar to the services required of the Team Member under this Agreement or the services or work required of the Team Member under Exhibit A.

§ 3.2.4.4 The Team Manager shall coordinate the efforts of the Team Member with those services furnished by the Team Manager and other Team members.

§ 3.2.4.5 The Team Manager shall incorporate materials submitted by the Team Member into the Proposal.

§ 3.2.4.6 Prior to the Team Manager's submission of the Proposal to the Owner, the Team Manager shall provide the Team Member with a reasonable opportunity to review the Proposal and a date by which the Team Member must respond.

§ 3.2.4.7 Except as expressly authorized in writing by the Team Manager, the Team Manager shall be the sole point of contact for communications and negotiations between the Team and the Owner.

§ 3.2.5 Following Submission of the Proposal

§ 3.2.5.1 If the Owner accepts the Proposal, the Team Manager shall enter into an agreement with the Owner on behalf of the Team.

§ 3.2.5.2 If the Owner does not accept the Proposal, the Team Manager, in consultation with the Team Member, shall determine whether to protest the award. If the Team Manager protests the award, the Team Manager shall bear all costs and expenses in connection with the protest.

§ 3.2.6 Other Team Manager Responsibilities

Identify and describe any other Team Manager responsibilities:

(In the space below, insert a description of any other Team Manager responsibilities or refer to an attachment to this document.)

§ 3.3 Team Member's Responsibilities

§ 3.3.1 The Team Member shall perform its services under this Agreement consistent with the skill and care ordinarily provided by professionals, consultants or other construction industry participants performing services or work in the same or similar locality under the same or similar circumstances.

§ 3.3.2 As soon as practicable after the date of this Agreement, the Team Member shall submit, for the Team Manager's review and approval, a schedule for the performance of the Team Member's obligations under this Agreement. Once the Team Manager prepares the schedule in accordance with Section 3.2.3, it shall not be modified without the approval of the Team Manager and the Team Member.

§ 3.3.3 The Team Member shall perform its services in cooperation the Team Manager and the other Team members, if any, in order to avoid unreasonable delay in the orderly and sequential progress of the Team Manager's or other Team members' services or in the response to the Solicitation.

§ 3.3.4 The Team Member shall provide copies of drawings, reports, specifications and other necessary information to the Team Manager and the other Team members in accordance with the protocols established pursuant to Section 5.2.1 or, in the absence of such protocols, in the format the Team Manager reasonably requires.

§ 3.3.5 The Team Member shall review the requirements of the Solicitation as they pertain to the Team Member's obligations under this Agreement and confirm such requirements with the Team Manager. The Team Member shall provide prompt written notice to the Team Manager if the Team Member becomes aware of any errors, omissions or inconsistencies between the Solicitation and the Team Member's obligations under this Agreement.

§ 3.3.6 If the Team Member is notified of, or becomes aware of, any changes in the Solicitation that affect the Team Member's obligations under this Agreement, the Team Member shall incorporate those changes and provide prompt written notice to the Team Manager if the Team Member requests an adjustment to time or compensation.

§ 3.3.7 The Team Member shall request that the Team Manager provide any additional information necessary for the Team Member to comply with its obligations under this Agreement.

§ 3.3.8 If requested by the Team Manager, the Team Member shall participate in negotiations, discussions, interviews and other communications with the Owner. The Team Member shall not communicate directly with, or submit any information directly to, the Owner without the written consent of the Team Manager.

§ 3.3.9 Prior to the Team Manager's submission of the Proposal to the Owner, the Team Member shall review the Proposal. Following the Team Member's review of the Proposal, the Team Member shall either advise the Team Manager that the Proposal is acceptable with respect to the Team Member's obligations, or shall provide the Team Manager with any modifications or comments to the Proposal as it relates to the Team Member's obligations under the Proposal, by the response date requested by the Team Manager. If the Team Member does not advise the Team Manager of any modifications or comments by the response date requested, the Team Member authorizes the Team Manager to submit the Proposal on behalf of the Team Member.

ARTICLE 4 EXPENSES AND COMPENSATION

§ 4.1 Costs and Expenses Arising out of the Response to the Solicitation

The Team Manager and the Team Member shall each be responsible for its own costs and expenses arising out of the response to the Solicitation, except as otherwise set forth below:

(Identify any costs or expenses for which the Team Manager or Team Member will be reimbursed and identify the source or method of payment.)

§ 4.2 Third Party Costs and Expenses Arising out of the Response to the Solicitation

Third party costs and expenses arising out of the response to the Solicitation shall be allocated between the Team Manager and the Team Member as follows:

(If applicable, attach an exhibit of third party costs and expenses or insert them below.)

Third Party	Cost or Expense	Allocation to Team Manager	Allocation to Team Member
§ 4.3 Team Member Compensati			

§ 4.3.1 If the Owner accepts the Proposal and the Project is awarded to the Team, the Team Member shall be compensated for its services in accordance with Exhibit A or otherwise as follows: (If not provided for in Exhibit A, insert any agreed amount of, or basis for, compensation for services performed in connection with responding to the Solicitation.)

§ 4.3.2 If the Owner does not accept the Proposal, but awards a stipend or honorarium to the Team, the Team Member shall be entitled to receive the following portion of the stipend or honorarium:

§ 4.3.3 Other compensation available to the Team Member if the Owner does not accept the Proposal: (*Insert an amount or method for determining other compensation to be paid to the Team Member.*)

ARTICLE 5 OWNERSHIP AND USE OF DOCUMENTS

§ 5.1 Drawings, specifications and other documents, including those in electronic form, prepared by the Team Manager, and its consultants, as well as the Team Member, and its consultants, are Instruments of Service.

§ 5.2 The Team Manager and the Team Member represent that in transmitting Instruments of Service or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use in connection with the Solicitation.

§ 5.2.1 If the Team Manager and Team Member intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions. Unless otherwise agreed, the parties will use AIA Document E203TM–2013 to establish the protocols for the development, use, transmission, and exchange of digital data and building information modeling.

§ 5.3 The Team Manager, the Team Member, and their respective consultants, shall be deemed the authors and owners of their respective Instruments of Service, and will retain all common law, statutory and other reserved rights, including copyrights. No party shall own or claim a copyright in the Instruments of Service of any other party. Submission or distribution by the Team Manager in connection with the response to the Solicitation, or for other purposes in connection with this Project, shall not be construed as publication in derogation of the Team Member's reserved rights.

§ 5.4 Upon execution of this Agreement, the Team Member grants to the Team Manager a limited, irrevocable, and nonexclusive license to use the Team Member's Instruments of Service solely and exclusively in connection with the response to the Solicitation. The Team Member shall obtain similar limited, irrevocable and nonexclusive licenses from the Team Member's consultants consistent with this Agreement. The license granted under this Article 5 permits the Team Manager to authorize its consultants and other Team members to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services in connection with the response to the Solicitation. Unless otherwise provided in the Solicitation, if this Agreement is terminated as provided in Article 7, the license granted in this Section 5.4 shall terminate.

§ 5.4.1 If the Solicitation contains any provision that requires the assignment of the Instruments of Service to the Owner or others, then the Team Member grants such assignment.

§ 5.5 In the event the Team Manager terminates the Team Member for cause pursuant to Section 7.3.2, the license provided in Section 5.4 shall terminate and be replaced by a second, limited, irrevocable and nonexclusive license permitting the Team Manager to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service for the purpose of responding to the Solicitation. The Team Member shall obtain similar limited, irrevocable and nonexclusive licenses from the Team Member's consultants consistent with this Agreement.

§ 5.6 If the Team Manager alters or uses the Team Member's or its consultants' Instruments of Service without the Team Member's or its consultants' written authorization, the Team Manager releases the Team Member and its consultants from all claims and causes of action arising from such alterations or uses. The Team Manager, to the extent permitted by law, further agrees to indemnify and hold harmless the Team Member and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Team Manager's unauthorized alteration or use of the Instruments of Service.

§ 5.7 Except for the licenses granted in this Article 5, no other license or right shall be deemed granted or implied under this Agreement and no permission is granted to the Owner or the Team Manager to assign, delegate, sublicense, pledge, or otherwise transfer any license granted herein to another party without the prior written agreement of the Team Member. Any unauthorized use of the Instruments of Service shall be at the Owner's or Team Manager's sole risk and without liability to the Team Member and the Team Member's consultants.

ARTICLE 6 CONFIDENTIAL INFORMATION

§ 6.1 The following shall be regarded as Confidential Information:

- .1 All information generated, developed, produced or compiled by the Team in response to the Solicitation.
- .2 Information received from another source specifically designated as "confidential" or "business Proprietary."

§ 6.2 If the Team Manager or the Team Member transmits Confidential Information, the transmission of such Confidential Information constitutes a warranty to the party receiving such Confidential Information that the transmitting party is authorized to transmit the Confidential Information. If a party receives Confidential Information, the receiving party shall keep the Confidential Information strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 6.3.

§ 6.3 A party receiving Confidential Information may disclose the Confidential Information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court, governmental entity or arbitrator. A party receiving Confidential Information may also disclose the Confidential Information to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of Confidential Information as set forth in this Agreement.

ARTICLE 7 COMMENCEMENT AND TERMINATION

§ 7.1 This Agreement will commence as of the day and year first written above unless a different date is stated below. (Insert the date of commencement if it differs from the date of this Agreement.)

§ 7.2 This Agreement shall terminate when the first of the following events occurs:

- .1 Team Manager enters into an agreement with the Owner for the Project;
- .2 Mutual agreement of the Team Manager and the Team Member to terminate this Agreement;
- .3 Written notice from the Owner that the Solicitation or the Project has been cancelled;
- .4 Written notice from the Owner that the Solicitation or the Project has been awarded to another team for all or substantially all of the work contemplated by the Solicitation;
- .5 Failure of the Team Manager to become qualified by the Owner to submit a response to the Solicitation;
- .6 Failure of the Team Manager and the Owner to agree on the final terms of an agreement with respect to the Project;
- .7 The expiration of one (1) year from the effective date of this Agreement or such later date as may be mutually agreed upon in writing by the Team Manager and the Team Member; or
- .8 Written notice from the Owner, after the qualification phase (if applicable), that the Team Member is not acceptable to perform the obligations set forth in the response to the Solicitation. In the event of termination under this subsection, the Team Member shall be compensated as follows: (*Insert any agreed amount of, or basis for, compensation for services in the event of notice from the owner under this subsection.*)

§ 7.3 Either the Team Manager or the Team Member may, upon seven (7) days' written notice, terminate this Agreement upon the occurrence of one of the following events:

- .1 the Owner substantially changes the scope, budget or schedule for the Solicitation as they pertain to either the Team Manager's or the Team Member's obligations under this Agreement or Exhibit A; or
- .2 the other party fails substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 7.4 The Team Manager may, upon seven (7) days' written notice, terminate this Agreement if any key personnel of the Team Member identified in Section 2.2.2.1 becomes unavailable to participate in the response to the Solicitation and the key personnel's employer is unable to provide substitute personnel with equivalent experience who are reasonably acceptable to the Team Manager.

§ 7.5 Claims for Consequential Damages

Unless otherwise provided for in the Solicitation, the Team Manager and Team Member waive all claims for consequential damages arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

ARTICLE 8 DISPUTE RESOLUTION

§ 8.1 Claims, disputes or other matters in question between the Team Manager and the Team Member arising out of or relating to this Agreement or a breach thereof shall be subject to and decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect, utilizing the Fast Track Procedures, regardless of the amount in controversy. This Section 8.1 shall not pertain to claims, disputes or other matters in question arising out of the parties' performance pursuant to Exhibit A.

§ 8.2 A demand for arbitration shall not be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3 The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE 9 MISCELLANEOUS PROVISIONS

§ 9.1 Nothing in this Agreement shall create a contractual relationship with a third party, or form the basis for a cause of action in favor of a third party and against, either the Team Manager or the Team Member.

§ 9.2 Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 9.3 Governing Law

Unless the Team Manager and the Team Member mutually agree otherwise, this Agreement shall be governed by the law of the place where the Project is located. The Federal Arbitration Act shall govern Article 8.

§ 9.4 The Team Manager and the Team Member, respectively, bind themselves, their partners, successors, assigns and legal representatives to this Agreement.

§ 9.5 Assignment

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Neither the Team Manager nor the Team Member shall assign this Agreement without the written consent of the other.

§ 9.6 Special Terms and Conditions

Special terms and conditions that modify this Agreement are as follows:

ARTICLE 10 SCOPE OF THE AGREEMENT

§ 10.1 This Agreement represents the entire and integrated agreement between the Team Manager and the Team Member and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Team Manager and Team Member.

§ 10.2 This Agreement is comprised of the documents listed below:

.1 AIA Document C102TM_2015, Standard Form of Agreement Between Team Manager and Team Member

Exhibit A, Agreement between the Team Manager and the Team Member (*List the documents that form the agreement between the Team Manager and Team Member if the Owner awards the Project to the Team Manager.*)

.3 Exhibit B, Solicitation

(List the documents that comprise the Solicitation, and provide other identifying information such as Solicitation title, date, or number.)

.4 AIA Document E203TM–2013, Building Information Modeling and Digital Data Exhibit, if completed, or the following:

.5 Other documents:

(List other documents, if any, including additional scopes of service forming part of this Agreement.)

This Agreement entered into as of the day and year first written above.

TEAM MANAGER (Signature)	TEAM MEMBER (Signature)
(Printed name and title)	(Printed name and title)