

EXECUTIVE CHOICES

Legal, Teaming & Governance Starter Documents

Editable starting points for government-contracting relationships

Attorney review required before signature or use

LEGAL REVIEW REQUIRED

These are educational starter forms, not legal advice and not execution-ready for every situation. Laws vary by state; federal programs, set-asides, solicitations, prime contracts, and agency clauses can impose additional or conflicting duties. Have qualified counsel customize and approve each document. Never use confidentiality language to restrict lawful reporting of waste, fraud, abuse, safety concerns, discrimination, or other protected activity.

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1. Document Selection and Review Guide

Document	Use	Do not sign until
Mutual NDA	Both parties exchange nonpublic information	Scope, exclusions, protected-reporting carve-outs, term, remedies, and governing law are reviewed
One-way NDA	Only one party discloses protected information	The receiving party can actually satisfy handling and deletion duties
MOU / letter of intent	Record preliminary collaboration goals	Binding and nonbinding provisions are unmistakably separated
Teaming agreement	Coordinate a named pursuit as prime and teammate	Roles, exclusivity, proposal costs, workshare, award contingency, and termination are resolved
Subcontract	Authorize post-award work under a prime contract	Scope, price, flow-downs, changes, data, payment, termination, and disputes match the prime contract
LLC operating agreement	Govern an LLC and its members	Formation state, tax, ownership, authority, transfers, deadlock, exit, and succession terms are customized
Joint-venture agreement	Create a JV to pursue and perform work	Current SBA/program rules, SAM/UEI/CAGE, workshare, control, bank/accounting, and reporting are confirmed

- ☐ Identify the exact opportunity, parties, legal names, states of formation, addresses, and authorized signers.
- ☐ Attach the solicitation, amendments, prime contract, statement of work, pricing schedule, and required clauses as controlled exhibits.
- ☐ Run responsibility, exclusions, OCI, cybersecurity/CUI, insurance, licenses, size/status, and antitrust reviews as applicable.
- ☐ Require legal approval, version control, signatures, effective date, secure storage, notice calendar, renewal/termination tracking, and an amendment log.

2. Mutual Non-Disclosure Agreement Starter

This Mutual Non-Disclosure Agreement (the “Agreement”) is entered as of [EFFECTIVE DATE] by and between [PARTY A LEGAL NAME], a [STATE / ENTITY TYPE] with an address at [ADDRESS], and [PARTY B LEGAL NAME], a [STATE / ENTITY TYPE] with an address at [ADDRESS].

1. Purpose

The parties may exchange Confidential Information solely to evaluate, prepare for, negotiate, or perform [IDENTIFY OPPORTUNITY / BUSINESS PURPOSE] (the “Purpose”). This Agreement does not obligate either party to disclose information, submit an offer, enter a teaming arrangement, award work, or proceed with a transaction.

2. Confidential Information

“Confidential Information” means nonpublic information disclosed in writing, electronically, orally, visually, or by access that is marked confidential or that a reasonable person would understand to be confidential given its nature and the circumstances. It may include pricing, technical data, customer information, proposal content, staffing, business plans, security information, source-selection-sensitive information lawfully possessed, trade secrets, and the existence or status of discussions.

3. Exclusions

Confidential Information does not include information the receiving party can document: (a) was lawfully known without restriction before disclosure; (b) becomes public through no breach; (c) is received lawfully from a third party without a duty of confidence; (d) is independently developed without use of the disclosing party's information; or (e) is approved in writing for release.

4. Use and Protection

The receiving party will use Confidential Information only for the Purpose, protect it with at least reasonable care, and disclose it only to personnel, advisers, affiliates, and approved subcontractors who need to know and are bound by duties at least as protective. The receiving party remains responsible for its representatives. Neither party may use the other's name, logo, quote, past performance, personnel, or customer relationship in an offer or publicity without prior written consent.

5. Government, Solicitation, and Protected Disclosures

Nothing in this Agreement authorizes access to classified information, CUI, procurement-sensitive information, proprietary information of another party, or Government information except as lawfully

authorized. Nothing prohibits or restricts lawful reporting to an Inspector General, law-enforcement or regulatory authority, Congress, a contracting official authorized to receive the report, or any other protected whistleblower activity. No advance notice or permission is required where prohibited by law.

6. Required Disclosure

If legally compelled to disclose Confidential Information, the receiving party will, to the extent legally permitted, provide prompt notice and reasonable cooperation so the disclosing party may seek protection. The receiving party will disclose only what is legally required and request confidential treatment where available.

7. Security and Incidents

Each party will follow agreed security instructions and applicable law. A party discovering unauthorized access, use, or disclosure will promptly notify the other, preserve evidence, mitigate harm, and cooperate with required reporting. CUI, personal data, export-controlled data, or agency-restricted information requires a separately approved security/data addendum before exchange.

8. Return, Destruction, and Records

Upon written request or conclusion of the Purpose, the receiving party will return or destroy Confidential Information, except copies retained by routine backup, legal hold, professional-responsibility, or government-record obligations. Retained information remains protected. Destruction certification: [REQUIRED / NOT REQUIRED].

9. Ownership; No License; Accuracy

Each party retains its rights. No license, assignment, workshare, exclusivity, partnership, agency, warranty, or commitment is created except the limited right to evaluate information for the Purpose. Information is provided as-is unless a later signed agreement states otherwise.

10. Term and Survival

This Agreement begins on the Effective Date and continues for [NUMBER] years unless ended earlier by written notice. Confidentiality and use restrictions survive for [NUMBER] years after each disclosure; trade secrets remain protected while qualifying as trade secrets under applicable law. Counsel should confirm enforceability and required duration.

11. Remedies and Disputes

The parties acknowledge unauthorized use may cause harm not readily measurable in money and may support appropriate equitable relief, subject to applicable law and defenses. Governing law: [STATE].

Venue / dispute process: [COURT / MEDIATION / ARBITRATION]. Attorneys' fees: [EACH PARTY / PREVAILING PARTY / OTHER].

12. General

Neither party may assign this Agreement without [CONSENT RULE]. Notices must be sent to [NOTICE CONTACTS]. This Agreement is the entire confidentiality agreement for the Purpose and may be amended only in a signed writing. Invalid terms will be narrowed or severed as permitted. Counterparts and lawful electronic signatures are accepted.

Signatures

Party	Authorized signer / title	Signature	Date
PARTY A			
PARTY B			

3. One-Way NDA Conversion Sheet

Use the Mutual NDA as the base, then have counsel make these controlled changes when only one party will disclose information.

Topic	One-way instruction	Selected term / notes
Roles	Name one Disclosing Party and one Receiving Party throughout	
Representatives	Identify permitted recipients and accountability	
Purpose	Narrow the allowed evaluation or performance purpose	
Marking	Choose whether oral disclosures require written confirmation	
Residuals	Do not add a memory/residuals license without informed legal approval	
Reverse engineering	Add only if relevant and enforceable	
Return/destruction	Set timing, certification, backup, and legal-hold exceptions	
Duration	Separate ordinary confidential information from trade secrets	
Protected activity	Preserve lawful whistleblower, Inspector General, and regulatory reporting	

4. Memorandum of Understanding / Letter of Intent

This MOU records the present intentions of [PARTY A] and [PARTY B] regarding [PURPOSE / OPPORTUNITY]. Except for the sections expressly identified as binding, it is a statement of intent and does not require either party to submit an offer, incur costs, award work, or enter a later agreement.

Objective: _____

Opportunity / customer: _____

Expected contributions: _____

Decision milestones: _____

Points of contact: _____

Term / expiration: _____

Provision	Binding?	Agreed term
Confidentiality	Yes / No	
Publicity and use of names	Yes / No	
Proposal costs	Yes / No	
Exclusivity / conflicts	Yes / No	
Intellectual property	Yes / No	
Data and security	Yes / No	
Governing law / disputes	Yes / No	
No partnership / agency	Yes / No	
Termination	Yes / No	

Signatures

Party	Authorized signer / title	Signature	Date
PARTY A			
PARTY B			

5. Government Contract Teaming Agreement Term Sheet

Solicitation / agency: _____

Proposed prime: _____

Proposed teammate: _____

Proposal due date: _____

Agreement expiration: _____

Term	Decision / drafting instruction
Relationship and disclosure	Identify prime/sub or JV relationship and how it will be disclosed in the offer under applicable solicitation and FAR requirements.
Scope and roles	Attach a responsibility matrix for capture, proposal, pricing, staffing, oral presentation, transition, and delivery.
Workshare	State target workshare, measurement basis, conditions, and that final work is subject to award, customer direction, negotiations, responsibility, and law.
Exclusivity	Define exact customer/opportunity/scope, duration, exceptions, existing commitments, conflicts, and release process; obtain antitrust review.
Proposal control	Prime controls submission; set review rights, deadlines, certifications, data accuracy, color-team reviews, and amendment responsibilities.
Costs	Each party bears its own costs unless expressly stated; identify approved reimbursable expenses and authority.
Pricing	Protect proprietary rates; define quote format, validity, assumptions, negotiations, audit/support, and who may communicate price.
IP and proposal materials	Identify background IP, permitted proposal use, ownership of new material, licenses, markings, and return/destruction.

Term	Decision / drafting instruction
Award contingency	Set a post-award negotiation process; do not promise award or workshare.
Compliance	Cover OCI, procurement integrity, lobbying, gifts, sanctions/exclusions, size/status, cybersecurity/CUI, labor, supply chain, and required disclosures.
Termination	Address no-bid, loss, cancellation, material breach, missed inputs, exclusion, customer objection, organizational change, and survival.
Disputes	Escalation, mediation/arbitration/court, governing law, venue, emergency relief, and continued performance where appropriate.

Signatures

Party	Authorized signer / title	Signature	Date
PROPOSED PRIME			
PROPOSED TEAMMATE			

6. Letter of Commitment Starter

[DATE]

[AGENCY / CONTRACTING OFFICER]

Re: [SOLICITATION NUMBER AND TITLE]

[COMPANY] confirms its present intent, subject to award, final agreement, customer approval, applicable law, and the solicitation, to support [OFFEROR] as [ROLE] for the opportunity above. We expect to provide [CAPABILITIES / PERSONNEL / PRODUCTS / FACILITIES] and to make the following named resources available if required and approved: [LIST].

This letter does not alter the solicitation, bind the Government, guarantee an award or subcontract, or authorize use of information beyond the attached consent. Any commitment regarding key personnel, exclusivity, pricing, workshare, or availability must be expressly stated here and approved by authorized representatives.

Commitment period: _____

Conditions: _____

Authorized use in proposal:

Point of contact: _____

Signatures

Party	Authorized signer / title	Signature	Date
COMMITTING COMPANY			

7. Consent to Use Name, Quote, Personnel, and Past Performance

- ☐ Legal name, logo, and business identifiers may be used only in [SOLICITATION / PURPOSE].
- ☐ Approved capability description is attached and may not be materially changed without written approval.
- ☐ Approved quote / pricing pages are attached; validity, assumptions, exclusions, and confidentiality markings remain intact.
- ☐ Approved resumes or personnel information are attached; privacy consent and availability are separately confirmed.
- ☐ Approved past-performance examples and customer references are attached; customer consent and restrictions are documented.
- ☐ No representation of partnership, agency, guaranteed award, socioeconomic status, or customer endorsement is authorized beyond the written facts.
- ☐ Consent expires on [DATE / EVENT] and may be revoked prospectively in writing subject to already-submitted offers and legal obligations.

Signatures

Party	Authorized signer / title	Signature	Date
INFORMATION OWNER			
AUTHORIZED RECIPIENT			

8. Workshare, Statement of Work, and Deliverables Exhibit

Task / CLIN	Requirement / deliverable	Responsible party	Inputs / dependencies	Due / acceptance	Evidence

Period of performance: _____

Place of performance: _____

Key personnel: _____

Staffing / surge: _____

Quality standard: _____

Reporting cadence: _____

Government-furnished property / information:

Security / badging / CUI: _____

Travel / ODC approval: _____

- ☐ No out-of-scope work without written authorization
- ☐ Acceptance authority and correction period identified
- ☐ Dependencies and prime/customer-caused delay process identified
- ☐ Lower-tier subcontracting requires stated approval
- ☐ Records and deliverable repositories identified

9. Subcontract Agreement Drafting Term Sheet

Topic	Required decision
Parties / prime contract	Exact legal entities, prime contract/order, incorporation by reference, order of precedence, and no privity with Government.
Scope / funding	SOW, CLINs, ceiling, funded amount, options, period, place, deliverables, acceptance, and stop-work threshold.
Price / invoices	Contract type, rates, units, allowable support, invoice timing, disputes, withholding, payment timing, and prompt-payment obligations.
Changes / direction	Only named authorized representatives may change scope, cost, schedule, staff, or terms; constructive-change notice process.
Flow-downs	Clause matrix identifying mandatory, applicable, and negotiated terms, version/date, tailoring, lower-tier flow-down, and update responsibility.
Compliance	Ethics, procurement integrity, exclusions, OCI, lobbying, gifts, labor, domestic sourcing, cybersecurity/CUI, privacy, export, safety, and records.
Personnel / access	Key personnel, replacements, background/badging, citizenship/access, training, facilities, equipment, remote work, and removal rights.
IP / data	Background IP schedule, developed materials, patent/data/software rights, markings, licenses, third-party materials, open source, and publicity.
Quality / warranties	Inspection, acceptance, re-performance, warranty, corrective action, surveillance, audit, and performance reporting.
Insurance / indemnity	Required coverage, certificates, additional insured status, waivers, indemnities, liability limits, and exclusions reviewed under state law.

Topic	Required decision
Termination	Convenience/default rights, cure, stop work, transition, inventory, settlement, records, survival, and effect of prime contract termination.
Disputes	Escalation, Government-related claim sponsorship, cooperation, deadlines, continued performance, governing law, venue, and remedies.

10. Flow-Down and Clause Matrix

Prime clause / citation	Date / version	Why applicable	Tailoring	Lower-tier?	Owner / evidence

- ☐ Use the exact awarded prime contract and modifications—not a generic clause list.
- ☐ Check prescriptions, thresholds, contract type, item/service type, place of performance, data handled, and subcontract tier.
- ☐ Do not flow down every clause blindly; do not omit mandatory or necessary rights-protection clauses.
- ☐ Track FAR/DFARS/agency supplement dates and written subcontract modifications.

11. LLC Operating Agreement Drafting Worksheet

This worksheet organizes counsel's drafting of a state-specific LLC operating agreement. It is not an operating agreement by itself.

Article	Decisions to document	Selected terms / counsel notes
Formation	State, legal name, effective date, registered agent, principal office, purpose, duration	
Members / ownership	Names, addresses, classes, percentage interests, contributions, capital accounts	
Management	Member- or manager-managed, authority limits, officers, contracting/signature authority	
Voting	Ordinary and major decisions, thresholds, quorum, written consent, meetings, deadlock	
Economics / tax	Allocations, distributions, reserves, tax classification/elections, tax representative, withholding	
Books / banking	Fiscal year, accounting method, records, inspection, bank controls, approvals, audits	
Government contracting	SAM authority, reps/certs, size/status control, ownership changes, OCI, ethics, security/CUI, recordkeeping	
Transfers	Permitted/prohibited transfers, right of first refusal, admission, withdrawal, death, disability, bankruptcy	
Buy-sell / valuation	Trigger events, valuation method, payment terms, insurance, nonpayment remedies	

Article	Decisions to document	Selected terms / counsel notes
Duties / conflicts	Fiduciary-duty treatment, competing activities, opportunities, related-party transactions, confidentiality	
Indemnity / insurance	Standards, advancement, exclusions, liability limits, D&O/E&O and other coverage	
Dissolution	Triggers, winding up, claims, asset distribution, records, filings	
Disputes / amendments	Escalation, mediation/arbitration/courts, venue, fees, amendment thresholds	

12. Government Contracting Joint-Venture Agreement Checklist

Current SBA program rules and the specific solicitation must be checked at the time of each offer. A generic LLC agreement does not automatically satisfy joint-venture requirements.

- ☐ Written JV agreement identifies the purpose and each member; counsel confirms current 13 CFR and program-specific content.
- ☐ JV legal name, entity type, UEI, CAGE, SAM registration, immediate owners, representations, and certifications are accurate before offer.
- ☐ Managing venturer and project manager meet applicable control requirements; authority and removal/succession are documented.
- ☐ Ownership, capital contributions, bank account, signatures, accounting, receipts, profits/losses, tax, records, and audit access are specified.
- ☐ Itemized major equipment, facilities, resources, personnel, responsibilities, performance of work, and workshare measurement are attached.
- ☐ Limitations on subcontracting, similarly situated entities, mentor-protége conditions, size/status eligibility, and affiliation rules are verified for the procurement.
- ☐ Proposal, pricing, contract negotiation, communications, quality, invoicing, modifications, claims, disputes, and closeout authority are assigned.
- ☐ Annual and project-end reports, performance-of-work statements, compliance certifications, records, and responsible filer/calendar are assigned.
- ☐ Cybersecurity/CUI, IP/data rights, OCI, ethics, supply chain, labor, insurance, indemnity, default, withdrawal, transfer, dissolution, and survival are addressed.

Required exhibit / control	Owner	Completed	Evidence / location
Opportunity-specific responsibility and workshare schedule			
Equipment, facilities, and resource schedule			
Banking and accounting controls			
SAM / UEI / CAGE evidence			
SBA/program compliance review			

Required exhibit / control	Owner	Completed	Evidence / location
Reporting and certification calendar			
Counsel approval and member resolutions			

13. Organizational Conflict of Interest Disclosure

Company / individual: _____

Opportunity / contract: _____

Review date: _____

Reviewer: _____

Potential issue	Facts / affected work	Actual / potential / apparent	Avoidance or mitigation	Disclosure / approval
Biased ground rules				
Impaired objectivity				
Unequal access to information				
Customer / competitor relationship				
Personnel financial / family / employment interest				

- ☐ Solicitation and contract OCI provisions reviewed
- ☐ Subcontractors/consultants screened
- ☐ Nonpublic information access mapped
- ☐ Mitigation is operational, documented, monitored, and submitted for required approval
- ☐ Continuing disclosure and change-notice owner assigned

Signatures

Party	Authorized signer / title	Signature	Date
REVIEWER			
AUTHORIZED OFFICIAL			

14. Data, Privacy, Cybersecurity, and CUI Addendum Checklist

Control area	Required agreement / evidence
Data inventory	Information types, owner, source, classification/markings, volume, location, processing purpose, retention
Access	Named systems, accounts, least privilege, MFA, personnel eligibility, training, remote access, facility rules
Safeguards	Applicable contract clauses, NIST/CMMC or agency requirements, encryption, endpoint, logging, media, backups
CUI / FCI	Authorization before receipt, approved environment, markings, transmission, subcontract flow-down, incident duties
Privacy	PII categories, notices/consent, permitted uses, disclosure, data-subject requests, breach duties, location restrictions
Incidents	Definition, immediate escalation path, evidence preservation, reporting deadlines, Government coordination, costs
Third parties	Approved subprocessors/lower tiers, locations, equivalent obligations, monitoring, removal
Return / destruction	Timing, method, certification, backups, legal hold, Government records, continuing protections

- ☐ No CUI or sensitive Government data is exchanged under the NDA alone
- ☐ Security lead and incident contacts are named
- ☐ Actual system authorization and contract requirements are verified before access

15. Ethics, Protected Reporting, and Compliance Acknowledgment

- ☐ I will follow applicable ethics, procurement-integrity, anti-kickback, gifts, lobbying, conflicts, and disclosure requirements.
- ☐ I will not seek, accept, use, or share contractor bid/proposal information or source-selection information except as lawfully authorized.
- ☐ I will protect company, teammate, customer, personal, and Government information under the applicable agreement and contract.
- ☐ Nothing in any NDA, policy, or agreement prohibits lawful reports of waste, fraud, abuse, gross mismanagement, danger, discrimination, retaliation, or other protected activity to an authorized recipient.
- ☐ I will promptly disclose suspected violations, conflicts, exclusions, cyber incidents, inaccurate certifications, or unauthorized direction through the approved channels.
- ☐ I understand only authorized officials may commit the company, change work, submit certifications, communicate final price, or accept contract direction.

Name: _____

Role / company: _____

Applicable opportunity / contract:

Training completed: _____

Questions / exceptions: _____

Signatures

Party	Authorized signer / title	Signature	Date
ACKNOWLEDGING PERSON			
COMPANY REVIEWER			

16. Intellectual Property and Data Rights Schedule

Item / material	Owner	Background / developed	License / permitted use	Marking	Restrictions / source

- ☐ Third-party and open-source terms reviewed
- ☐ Proposal-use rights separated from performance/delivery rights
- ☐ Government data/software rights clauses and markings reviewed
- ☐ Employee/consultant invention and work-product agreements confirmed
- ☐ Return/destruction and archival rights aligned with records duties

17. Insurance, Licenses, and Vendor Representations Schedule

Requirement	Required level / term	Evidence	Expiration	Owner / gap
Commercial general liability				
Workers' compensation / employers liability				
Auto liability				
Professional / errors and omissions				
Cyber / privacy				
Umbrella / excess				
Bonding				
Business / trade licenses				
Certifications / permits				

- ☐ Legal identity, good standing, UEI/CAGE, size/status, exclusions, responsibility, and ownership representations verified
- ☐ No certificate, status, past performance, customer relationship, or authorization is overstated
- ☐ Renewal and notice calendars assigned

18. Signature, Approval, and Agreement-Control Checklist

- ☐ Correct legal names, entity types, addresses, opportunity, exhibits, definitions, cross-references, dates, and notice contacts verified.
- ☐ Authority resolutions, delegations, signature limits, licenses, customer/third-party consents, and required Government approvals obtained.
- ☐ Solicitation, prime contract, flow-down matrix, scope, pricing, security, IP, insurance, and compliance exhibits attached and versioned.
- ☐ All blanks completed; tracked changes, hidden text, comments, conflicting versions, and outdated attachments removed.
- ☐ Legal, finance, security, contracts, operations, and executive approvals recorded as applicable.
- ☐ Counterparts and electronic signature method permitted; every party receives the fully executed agreement.
- ☐ Agreement owner stores the signed copy securely and calendars expiration, renewal, notice, reporting, insurance, option, and closeout dates.
- ☐ Changes are made only by an authorized signed amendment; operational teams receive the current controlled requirements.

Approval	Name	Decision / conditions	Date
Contracts			
Legal counsel			
Finance			
Security / privacy			
Executive			

19. Official Reference Points

Source	Why to check	Link
Acquisition.gov FAR 9.6	Federal contractor team arrangements, disclosure, limitations, and prime responsibility	https://www.acquisition.gov/far/subpart-9.6
SBA Joint Ventures	Current small-business JV setup, registrations, performance-of-work, and reporting overview	https://www.sba.gov/federal-contracting/contracting-assistance-programs/joint-ventures
eCFR Title 13	Current codified SBA regulations, including applicable JV and program rules	https://www.ecfr.gov/current/title-13
Acquisition.gov FAR clauses	Current prime-contract clauses and exact flow-down language	https://www.acquisition.gov/far/subpart-52.2
NIST CUI	Current Controlled Unclassified Information security guidance	https://csrc.nist.gov/projects/cui
SAM.gov	Entity registration, exclusions, opportunities, and contract data	https://sam.gov
APEX Accelerators	No-cost/low-cost government-contracting assistance and referrals	https://www.apexaccelerators.us

Reference dates and requirements change. Counsel and the responsible contracts professional must verify the current regulation, clause date, solicitation, program rule, and state law before use.