

TEAMING AGREEMENT

This Teaming Agreement, entered into this day of , 199 , by and between (hereinafter called "Team Leader"), a corporation, with principal offices at , and (hereinafter called "Team Member"), a corporation, with principal offices at ,

WITNESSETH THAT:

WHEREAS, (hereinafter called the "Customer") has issued [is planning to issue] a solicitation (hereinafter called the "Solicitation") for ; and

WHEREAS, the Team Leader and the Team Member, (hereinafter called "the Parties"), because of their diverse capabilities, have determined that they would benefit from a Teaming Agreement for the purpose of competitively responding to the Solicitation, in order to develop the best technical and management approaches fully responsive to the requirements of the Customer; and

WHEREAS, the Parties wish to establish a cooperative and supportive team in which each will devote adequate skilled manpower, capital equipment, facilities, and other resources to timely support the objectives of this Teaming Agreement; and

WHEREAS, "Proprietary Information" means technical data, knowledge, patents, marketing data or techniques, cost or pricing information, and ideas that a Party treats as and considers to be unique, valuable, and proprietary, including, without limitation, any information protected under the Trade Secrets Act, 18 U.S.C. § 1905, and information exempt from disclosure under the Freedom of Information Act, 5 U.S.C. §§ 552(b)(3) and (4); and

WHEREAS, the ability of the Parties to competitively respond to the Solicitation and to obtain and perform the proposed contract will necessitate the disclosure by each Party to the other of its Proprietary Information; and

WHEREAS, each Party is willing to make its Proprietary Information, as described above, available to the other Party for the limited purpose of competitively responding to the Solicitation; and

WHEREAS, each Party is willing to accept the Proprietary Information received from the other Party in confidence and to hold it in trust for the disclosing Party for use solely and exclusively in connection with competitively

responding to the Solicitation, all according to the terms and conditions of this Teaming Agreement; and

WHEREAS, the Parties believe that it would be inconsistent with their reciprocal disclosures of Proprietary Information, and inconsistent with their reciprocal commitments of skilled manpower, capital equipment, facilities, and other resources in support of this Teaming Agreement, for either Party, after the execution of this Teaming Agreement, to respond to the Solicitation either independently or together with any other Party; and

WHEREAS, the Team Leader, if it receives the contract proposed by the Solicitation would be solely responsible for project management and contract performance, and would subcontract portions of the contract work to the Team Member; and

WHEREAS, the Parties wish to enter into this Teaming Agreement to set forth more fully the terms and conditions pursuant to which the Parties will respond to the Solicitation and the Team Leader will perform any contract(s) resulting therefrom.

NOW, THEREFORE, in consideration of these premises, and in express reliance upon the mutual promises and covenants contained herein, the Parties here agree as follows:

I. Proposal Preparation

A. The Parties shall use their best efforts to prepare a competitive proposal in response to the Solicitation for submission to the Customer.

B. The Team Member shall submit to the Team Leader data and information concerning its share of the proposed contract including a proposed price, for use in proposal preparation. The Team Member shall make available appropriate and high quality personnel to work on the Team Member's portion of the competitive proposal, and shall provide reasonable assistance to the Team Leader in preparation of the competitive proposal.

C. The Team Leader shall prepare the competitive proposal, integrate the information provided by the Team Member, and submit the competitive proposal to the Customer. The Team Leader shall include in the competitive proposal the Team Member's proposed price for the Team Member's share of the contract proposed by the Solicitation. The Team Leader has responsibility for the content of the competitive proposal and agrees to consult with the

Team Member, before submission of the competitive proposal to the Customer, on all matters concerning the Team Member's share of the contract proposed by the Solicitation.

D. The Team Leader shall identify the Team Member as a proposed subcontractor and shall describe in the competitive proposal the Team Member's responsibilities concerning the Team Member's share of the proposed contract. The Team Leader shall use its best efforts to secure Customer approval of the Team Member.

E. The Team Leader shall be responsible for any communications with the Customer concerning the Solicitation, the competitive proposal, or the contract proposed by the Solicitation, and agrees to give the Team Member an opportunity to be present at meetings with the Customer that may concern the Team Member's share of the proposed contract.

F. The Team Leader agrees to consult with, and obtain the concurrence of the Team Member, before making any changes in the competitive proposal which concern the Team Member's share of the proposed contract.

G. The Team Leader agrees to keep the Team Member fully advised of any changes in the Solicitation or the Customer's requirements and timely advised of the status of the Solicitation.

H. The Team Leader shall use its best efforts after submission of the competitive proposal to the Customer to obtain the contract award, and the Team Member agrees to assist in such efforts as the Team Leader may reasonably request.

II. Division of Responsibilities

A. Technical Proposal Responsibilities:

Team Leader will provide:

Proposal management.

Facilities for production of the proposal.

All administrative support, this to include office equipment, telecommunications facilities, word processing, and reprographic services.

Team Member will provide:

B. Division of the Contract Work:

Team Leader's contract work will include the following tasks:

Team Member's contract work will include the following tasks:

This contemplated division of the contract work is predicated on the Parties' understanding of the Solicitation and the Customer's requirements as of the date of this Teaming Agreement. Should the Solicitation, when issued, reflect a change to this understanding, or should the Solicitation be modified, the Parties shall have the right to modify this contemplated division of the contract work.

III. Applicability and Relationship of the Parties

A. Applicability:

This Teaming Agreement relates solely and exclusively to the Parties' establishment of and performance as a team with respect to the Solicitation and to the correlative rights and duties of the Parties within that team.

B. Relationship of the Parties:

1. The Parties here create a team to prepare a competitive, cost-effective proposal in response to the Solicitation. Nothing in this Teaming Agreement shall be construed to grant either the Team Leader or the Team Member the right to make commitments of any kind for or on behalf of the other Party, without the prior written consent of the other Party.

2. The Team Leader shall not solicit from any other firm the contract work that the Team Member is proposed to perform unless the Customer will not approve the Team Member as a subcontractor. The Team Member agrees that during the term of this Teaming Agreement it will not participate in the submission of a competitive proposal in response to the Solicitation as a prime contractor, consultant, or as a subcontractor to any other firm(s). This Teaming Agreement shall not preclude either Party from competing for, or contracting independently, from the other on any other government or industry program that may develop or arise in the general area of business related to the Solicitation.

3. Team Leader and Team Member shall act as independent contractors in the performance of this Teaming Agreement, and neither Party shall act as agent for or partner of the other Party for any purpose under this Teaming Agreement. The officers and employees of one Party shall not be deemed the employees of the other Party. Nothing in this Teaming Agreement shall be deemed to constitute, create, give effect to, or otherwise recognize a joint venture, partnership, or formal entity of any kind, and the rights and obligations of the Parties shall be limited to those expressly set forth herein. Nothing contained in this Teaming Agreement shall be construed as providing for the sharing of profits or losses arising out of the performance of the contract proposed by the Solicitation. Except as expressly provided herein, neither Party will be liable to the other for any costs, expenses, risks, or liabilities arising out of the other Party's participation in the preparation, submission, or sustaining of competitive proposals under the Solicitation, including, without limitation, costs or expenses incurred in preproposal activities, in the preparation and sustaining of a proposal, in the clarifications, discussions, or selection process, in benchmark, qualification, operational capability, and/or first article testing or demonstrations, or in protests or other

litigation challenging any prime contracts awarded, or intended to be awarded, by the Customer.

4. All contacts with the Customer with respect to the Solicitation shall be the responsibility of the Team Leader. Any contacts made by the Team Member with the Customer concerning work proposed to be performed by the Team Member under any contract that may result from the Solicitation shall be with the full knowledge and concurrence of the Team Leader.

IV. Responsibilities of the Parties

A. The Team Leader shall:

1. In a timely manner, furnish to Team Member the Solicitation and any amendments thereto issued by the Customer.
2. In a timely manner, keep Team Member fully informed of significant events, deadlines, and milestones regarding the Solicitation.
3. Prepare and submit to the Customer, all proposals and other submissions required or requested by the Customer, provided however, that any proposal submitted by Team Leader to the Customer shall identify Team Member as a principal subcontractor to Team Leader and, provided further, however, that Team Leader, as proposal manager, shall make the final determination regarding the form and content of the proposal, including, without limitation:
 - a. the cost or pricing proposal or information related to prices submitted to the Customer, subject only to the limitation that Team Leader shall not reduce the price proposed by Team Member for Team Member's proposed contract work without the prior approval of Team Member; and
 - b. the content of the technical, business management, or other proposals submitted to the Customer.
4. Maintain responsibility for all contacts and communications with the Customer and for all decisions relating to the competitive response to the Solicitation, provided however, that Team Leader shall not unreasonably exclude Team Member from participating in Customer communications regarding the Solicitation.
5. Upon award to Team Leader of any contract resulting from the Solicitation, but subject to Team Member's satisfactory discharge of its antecedent

obligations under this Teaming Agreement and except as otherwise agreed upon by the Parties, award to Team Member a subcontract for the performance of such share of the contract work as is called for under this Teaming Agreement, provided however:

a. that such proposed subcontract shall be subject to the approval of the Customer;

b. that such proposed subcontract shall be negotiated in good faith by the Parties and shall incorporate the terms of this Teaming Agreement by reference;

c. that such proposed subcontract shall include all clauses required by law, regulation, and such clauses incorporated in Team Leader's prime contract that, by its terms, must be incorporated in subcontracts awarded by Team Leader;

d. that such proposed subcontract shall not include any provision authorizing the termination in whole or in part of the contract work to be performed by Team Member thereunder for the convenience of Team Leader or the Customer, or either of them, unless Team Leader's prime contract shall first have been correspondingly terminated, in whole or in part, for convenience, and only if the portion terminated by the Customer corresponds with the Team Member's share of the contract work;

e. that such proposed subcontract shall require Team Member to indemnify Team Leader for and against any and all claims and losses arising out of the inaccuracy, noncurrency, or incompleteness of cost or pricing data or information related to prices submitted or required to be submitted by Customer, and/or the failure of Team Member to comply with applicable requirements of the Federal Acquisition Regulation and regulations promulgated by the Cost Accounting Standards Board;

f. that such proposed subcontract shall not be effective until Team Member executes and submits (where required) to Team Leader all certifications required by law, regulation, the terms of the Team Leader's prime contract, and the Solicitation.

6. As proposed prime contractor under the contract proposed by the Solicitation, Team Leader expressly warrants, covenants, and agrees that all of its officers, employees, representatives, agents, and consultants who participate personally and substantially in the Solicitation are aware of the

federal Procurement Integrity Act, 41 U.S.C. § 423, requirements and know that they must immediately report any information concerning a violation or possible violation of the Procurement Integrity Act. Further, Team Leader warrants, covenants, and agrees that each of its officers, employees, representatives, agents, and consultants who participate personally and substantially in the Solicitation have certified in writing to Team Leader that he or she is aware of the federal Procurement Integrity Act requirements and knows that he or she must immediately report any information concerning a violation or possible violation of the Procurement Integrity Act.

B. The Team Member shall:

1. In a timely manner, respond to all requests by Team Leader for all data and information, including, without limitation, Proprietary Information and any other specifications, designs, process information, cost or pricing information, or information related to prices needed by Team Leader to successfully compete for the contract proposed by the Solicitation.

2. Participate, to the extent deemed necessary or desirable by Team Leader in negotiations, discussions, and other communications with the Customer, it being expressly understood and agreed that Team Member shall not participate in any communications, clarifications, discussions, or negotiations with the Customer concerning the Solicitation without the prior express approval of Team Leader.

3. Execute and submit to Team Leader all certifications required by law, implementing regulations, the terms of the Team Leaders' prime contract, or the Solicitation.

4. Upon award to Team Leader of a contract resulting from the Solicitation, accept and perform subcontract(s) for such of the contract work as is required by this Teaming Agreement, provided, however:

a. that such subcontract(s) shall be subject to the conditions set forth in paragraph A. of this Section and any other provisions of this Teaming Agreement; and

b. in the event that the Solicitation or the Team Leader's prime contract requires Team Leader to comply with requirements for submission of cost or pricing data, or information related to prices (e.g., established catalog or market prices), Team Member shall provide Team Leader the data or information, including, as appropriate, a Standard Form 1411, a Standard

Form 1412, and/or a Certificate of Current Cost or Pricing Data. Unless required by the Customer, Team Member shall not provide the cost or pricing data or information related to prices to Team Leader and shall instead submit such cost or pricing data or information related to prices directly to the Customer. Nothing in this subparagraph or in any other provision of this Teaming Agreement shall be construed as giving one Party the right to audit the books and records of the other Party.

c. Team Member agrees to take responsibility for its cost and pricing data or information related to prices and hold Team Leader harmless to the full extent of any price or cost reduction effected by the Customer that may result from: (i) the cost or pricing data or information related to prices submitted or certified by Team Member; or (ii) the failure by Team Member to disclose and consistently follow applicable cost accounting practices and standards or otherwise comply with the Federal Acquisition Regulation, applicable agency supplements, if any, and regulations promulgated by the Cost Accounting Standards Board.

5. Extend to Team Leader at all times such cooperation as requested by Team Leader to facilitate successful competition for the Solicitation.

6. In connection with the Solicitation, Team Member specifically agrees not to submit any data or information directly to the Customer regarding the Solicitation without the express written consent of Team Leader.

7. Team Member expressly warrants, covenants, and agrees that all of its officers, employees, representatives, agents, and consultants who participate personally and substantially in the Solicitation are aware of the federal Procurement Integrity Act requirements and know that they must immediately report any information concerning a violation or possible violation of the Procurement Integrity Act. Further, Team Member warrants, covenants, and agrees that each of its officers, employees, representatives, agents, and consultants who participates personally and substantially in the Solicitation have certified in writing to Team Member that he or she is aware of the federal Procurement Integrity Act requirements and knows that he or she must immediately report any information concerning a violation or possible violation of the Procurement Integrity Act.

C. In the event that the Team Leader or the Team Member concludes that a protest is in order, either protesting the Solicitation, the acquisition process, or an award or contemplated award, the Team Leader shall be the protesting party, supported as appropriate by the Team Member. If the Team Member

decides that a protest is in order but the Team Leader does not wish to pursue the protest, then the Team Member is authorized to pursue the protest for the Parties, and the Team Leader shall provide such support as is necessary to enable the Team Member to pursue the protest on behalf of the Parties.

V. Proprietary Information

A. Technology Transfer:

1. The Parties shall identify in writing, by appropriate stamp, legend, or otherwise, all such Proprietary Information transferred pursuant to this Teaming Agreement. All such Proprietary Information disclosed under this Teaming Agreement shall remain the property of, and be deemed proprietary to, the disclosing Party. The receiving Party agrees to accept such Proprietary Information in confidence, to accord it the protection required by this Teaming Agreement and such additional protection as the receiving Party customarily accords to its own proprietary information, to hold such Proprietary Information in trust for the disclosing Party, and to use such Proprietary Information solely and exclusively in accordance with the terms of this Teaming Agreement, provided however, that neither Party in its capacity as receiving Party shall be liable for disclosure or use of Proprietary Information if the same:

a. was properly in the public domain at the time it was disclosed,

b. was properly known to and available for use by the receiving Party and recorded as such in its files at the time of receipt from the disclosing Party; or,

c. is proven by the receiving Party to have been independently developed by the receiving Party; or,

d. becomes properly known to and available for use by the receiving Party from a source other than the disclosing Party; or,

e. is disclosed to the Customer in the performance of the obligations of either Party under this Teaming Agreement or under any contract or subcontract resulting from the Solicitation, provided that any such disclosure to the Customer by the receiving Party is accompanied by such restrictive legends as shall have been affixed thereto or otherwise required by the disclosing Party; or,

f. After expiration of a seven (7) year period, which period shall commence upon the date of the last signing of this Teaming Agreement.

2. Subparagraphs A.1.a. through A.1.f. of this Section shall not relieve the receiving Party of restrictions on the use of, or other obligations relating to, Proprietary Information otherwise imposed by this Teaming Agreement unless the receiving Party shall have notified the disclosing Party in writing thirty (30) days before a proposed use or disclosure of Proprietary Information that the receiving Party regards as authorized by one or more of such subparagraphs. The burden of proof with respect to the applicability of any such subparagraph to any proposed use or disclosure of Proprietary Information by the receiving Party shall be upon the receiving Party.

3. Should the receiving Party be faced with legal action or a requirement under government regulations to disclose any of the disclosing Party's Proprietary Information, the receiving Party shall immediately notify the disclosing Party. Upon the disclosing Party's request, the receiving Party shall cooperate fully with the disclosing Party, at disclosing Party's expense, if the disclosing Party elects to contest such disclosure. Except in connection with a failure in the discharge of responsibilities set forth in the preceding sentence, the receiving Party shall not be liable in damages for any disclosure of Proprietary Information pursuant to judicial decree or government regulation.

B. Use of Proprietary Information:

1. With respect to Proprietary Information disclosed by one Party to another:

- a. the Parties agree that each shall retain ownership of their respective Proprietary Information and that the other Party shall not acquire any rights therein, except the right to use such Proprietary Information to the extent provided in this Teaming Agreement.
- b. the receiving Party is hereby granted a limited, irrevocable, non-exclusive, royalty-free, non-transferable, worldwide right and license to use the disclosing Party's Proprietary Information according to the terms of this Teaming Agreement.
- c. except as otherwise provided in this Teaming Agreement, no Proprietary Information disclosed pursuant to this Teaming Agreement shall be made available by the receiving Party to any third party for any purpose, provided, however, that such Proprietary Information may be disclosed by the Receiving Party to an actual or prospective subcontractor concerning the Solicitation where such disclosure is necessary for the performance of the receiving Party's share of the

contract work and provided, further, however, that such disclosure shall not be made without: (i) the prior written approval of the disclosing Party, (ii) an express written agreement of the actual or prospective subcontractor to comply, for the benefit of the disclosing Party, with all restrictions on the use of such Proprietary Information as are imposed upon the receiving Party pursuant to this Teaming Agreement, and (iii) the express written agreement of the receiving Party to indemnify the disclosing Party for any violation or breach of such restrictions by the actual or prospective subcontractor.

- d. no Proprietary Information disclosed pursuant to this Teaming Agreement shall be used, duplicated, or disclosed for any purposes not authorized by this Teaming Agreement without the prior written approval of the disclosing Party. Proprietary Information may be disseminated to and used only by officers and employees of the receiving Party where and to the extent required in connection with the Solicitation, and then upon conditions that are consistent with this Section V.B. If the Proprietary Information is reproduced in whole or in part, the reproduction shall carry a proprietary notice or legend similar to that which appears on the original.

2. In the event this Teaming Agreement is terminated, the receiving Party shall cease to make use of the Proprietary Information received from the disclosing Party and, upon the disclosing Party's written request, shall promptly destroy or return such Proprietary Information. In the event that the disclosing Party requests destruction, the receiving Party shall provide written certification of the destruction within thirty (30) days of such request, provided however, that such Proprietary Information may continue to be used by the receiving Party for such time as may be required to compete for, and solely for the purpose of competing for, the contract proposed by the Solicitation.

3. The rights, duties and obligations of the Parties with respect to all Proprietary Information disclosed before the date of this Agreement in contemplation of the execution of this Agreement shall be as set forth in this Section.

C. Rights in Inventions:

1. Inventions conceived jointly or reduced to practice by employees of both Parties while performing work pursuant to this Teaming Agreement and patents arising from such joint inventions shall be assigned as joint property of the Parties.

2. The Parties agree to select mutually agreeable patent attorneys to file and prosecute United States and European patent applications based upon such joint patentable inventions and to share equally the cost of any services and expenses reasonably incurred by such attorneys. In addition and without further compensation, each Party shall give such attorneys all reasonably required assistance, cause all necessary papers to be executed, and do all other things that may reasonably be required to obtain patents on such inventions. The Parties shall similarly share equally the costs and expenses that arise from the preparation and prosecution of counterpart foreign patent applications, provided, however, that counterpart foreign patent applications shall only be filed in those countries as to which the Parties mutually agree. Each Party shall be kept fully advised of the status of the prosecution of each such patent application and shall be consulted in advance with respect to the advisability of continuing the prosecution in case of any final rejection, appeal, interference, or the like, and each Party may, at any time and upon ten (10) days advance written notice to the other Party, elect not to continue to pay any subsequent costs concerning the patent application. The Party making any such election shall, at the time of notification of its withdrawal, immediately assign to the other Party all rights that the electing Party has in the invention and the corresponding patent application(s).

3. Neither Party hereto shall be obligated to make any payments for or because of any proceedings before any court or any other tribunal or agency concerning the maintenance or assertion of any patents based upon such joint inventions. Each Party shall, however, be liable for one-half of all annual annuities that may become due upon foreign patents that were mutually agreed to have been filed.

4. In the event the Parties do not agree upon the filing of a United States patent application for a joint invention, the invention shall be maintained as Proprietary Information and its use shall be governed by the provisions of this Section applicable to Proprietary Information, provided however, that where any use or disclosure of Proprietary Information pursuant to this Section requires the approval of the disclosing Party, such approval, with respect to unpatented joint inventions, shall be deemed to refer to the approval of both Parties.

5. Each Party shall own an undivided interest in patents resulting from joint inventions. Either Party can practice such patents without restraint. However, neither Party shall grant any license or right nor assign or otherwise alienate any right in such patents without the express, prior written consent of the other Party. Nothing contained herein shall be construed as preventing the

assignment of such patents in connection with the sale of substantially all of the assets of the assignor to a purchaser.

VI. Termination

Except as otherwise expressly provided herein, this Teaming Agreement shall expire upon one of the following events, whichever shall occur first:

A. Written notice from the Customer that it will not award a contract pursuant to the Solicitation.

B. Written notice from the Customer of award of a contract to a firm other than the Team Leader.

C. Execution of a subcontract by and between the Team Leader and the Team Member for performance of a share of the contract work.

D. Dissolution hereof by mutual written agreement of the Team Leader and Team Member.

E. If either Party files a petition under any chapter of the Bankruptcy Act, 11 U.S.C. §§ 101 et seq., an involuntary petition under that Act is filed against either Party, a Party commences an action in any country under laws providing for the relief of winding up of insolvent or liquidating persons or entities, or files for the appointment of a receiver or becomes insolvent, and such matters are not discharged or relieved within sixty (60) days.

F. Cancellation of the Solicitation or substantial changes thereto making it undesirable for the Team Leader to submit a proposal supported by a teaming agreement.

G. Debarment or suspension of either Party by competent authority, if such debarment or suspension precludes the participation by such Party in pursuing this Teaming Agreement, or indictment of either Party in any criminal proceeding related to doing business with a public entity as a prime contractor or subcontractor.

H. The expiration of twelve (12) months from the date of this Teaming Agreement; provided, however, this Teaming Agreement shall be extended for one (1) additional year if the Customer has not provided written notice as to contract award within the twelve-month period.

VII. Laws and Regulations

The Team Leader and the Team Member agree to comply with all applicable federal, state, and local laws and regulations, and all applicable orders and regulations of the executive and other departments, agencies, and instrumentalities of the United States Government. The Team Leader and the Team Member agree to indemnify one another against any loss, cost, damage, or liability by reason of the other Party's violation of this Section.

VIII. Publicity

Regardless whether or not restrictions are imposed by the Customer, each Party agrees not to release any publicity or information concerning the Solicitation or this Teaming Agreement without the prior written approval of the other, which approval shall not be unreasonably withheld.

IX. Disputes

A. The Parties shall exercise their best efforts to settle any claim, controversy, or dispute (hereinafter collectively called "Disputes") concerning questions of fact or law arising out of or relating to this Teaming Agreement or to performance of either Party hereunder, or to the threatened, alleged or actual breach thereof by either Party, including without limitation any claim, controversy or Dispute concerning the determination (in accordance with the provisions of this Teaming Agreement) of the share of the proposed contract work, or the price, or terms and conditions of any subcontract to be awarded to Team Member by Team Leader.

B. If the Parties are unable to resolve the Dispute within thirty (30) calendar days from the date that either Party is informed in a writing from the other Party that a Dispute exists, the Dispute shall be settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

1. Either Party may initiate an arbitration proceeding by the filing of a demand for arbitration with the American Arbitration Association. A panel of three (3) arbitrators shall be selected to hear and resolve the controversy, with one (1) arbitrator selected by each Party and the third arbitrator selected by the Parties following the procedures set forth in the then current Commercial Arbitration Rules of the American Arbitration Association; provided, however, that if either Party fails to select an arbitrator within thirty (30) days after the

arbitration is initiated, the American Arbitration Association shall select an arbitrator on behalf of such Party. Any arbitrator appointed by a Party to this Teaming Agreement shall not be an officer or employee of, consultant for, or otherwise associated with the Party appointing him.

2. Unless an oral hearing is waived in writing by both Parties, the arbitrators shall hold a hearing on the Dispute to be arbitrated. Such hearings shall be held in , at such time and place as the arbitrators shall determine. The arbitrators shall have the authority to require the presence as a witness at the arbitration proceedings of any current officer or employee of either Party. Except as provided in paragraph B.3., the arbitrators shall provide opportunity to each Party to be present, to be fully heard, by counsel or otherwise, and to cross-examine.

3. The Parties expressly agree that any arbitration hereunder may proceed in the absence of any Party who, after due notice, fails to be represented at such arbitration or to obtain an adjournment thereof, and that, in such event, an award may be made based solely upon the evidence submitted by the Party who is present.

4. The authority of the arbitrators shall be to make a decision with respect to the Dispute in accordance with the provisions of this Teaming Agreement under the applicable law identified in Section XII., "Applicable Law," of this Teaming Agreement. The arbitrators shall not have the power to add to or modify any of the provisions of this Teaming Agreement; provided, however that this provision shall not prevent, in any appropriate case, the interpretation and construction by the arbitrators of the applicable provisions of this Teaming Agreement to the extent necessary to apply such provisions to the Dispute. The arbitrators may issue a decree of specific performance, an injunction, or award compensatory monetary damages. The arbitrators shall not be empowered to issue an award for punitive damages. Each Party shall be responsible for paying all costs and expenses of the arbitrator selected by it and its own attorneys' fees and expert witnesses' fees. All other costs and expenses of the arbitration proceedings, including the fees and expenses of the arbitrator and the cost of transcripts, shall be shared equally by the Parties hereto.

5. All decisions of the arbitrators shall be in writing, shall set forth detailed findings of fact and conclusions of law, and shall be issued to the Parties within thirty (30) calendar days (or such longer period as in the opinion of a majority of the arbitrators may be necessary) after any hearings have been

completed and any time allowed for the filing of briefs has elapsed. A signed copy of such decision shall be delivered to each Party.

6. The written decision rendered by a majority of the arbitrators shall be final, binding, and conclusive upon the Parties unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, so grossly erroneous as a matter of law as necessarily to imply bad faith or not be supported by substantial evidence. Judgment upon an award rendered by the arbitrators may be entered in any court of competent jurisdiction.

7. Either Party shall be permitted to resolve all aspects of the Dispute in a single proceeding, and shall not be required to institute additional proceedings to resolve matters that remain in Dispute during continued performance of this Teaming Agreement.

C. Except as otherwise specifically provided in this paragraph C., neither Party shall institute any action or proceeding against the other Party in any court with respect to any Dispute that is or could be the subject of a claim or proceeding pursuant to this Section.

1. The Parties acknowledge that the remedies available to them under this Teaming Agreement, or that would otherwise be available at law, will be inadequate in case of any default or threatened default in the performance of the Parties' respective obligations under this Section and that such obligations shall be specifically enforceable by a decree for the specific performance or by an injunction against any actual or threatened violation thereof.

2. The Parties further acknowledge that the remedies available to them under this Teaming Agreement, or which would otherwise be available at law, will be inadequate in case of any default or threatened default in the performance of the Parties' respective obligations under Section V., "Proprietary Information." Accordingly, the Parties agree that notwithstanding any other provisions of this Teaming Agreement, the rights of the Parties under that Section shall be specifically enforceable by a decree of specific performance, or by an injunction against any violation of its terms, or otherwise.

D. The Parties shall proceed diligently with the performance of this Teaming Agreement pending the resolution of any Dispute that is subject to this Section.

E. This Teaming Agreement has been entered into solely for the benefit of the Parties hereto and is not intended to create any legal, equitable, or beneficial

interest in any third party or to vest in any third party any interest with respect to the enforcement or performance thereof. The Parties agree that no Customer, including the United States Government, has any legal interest in this Teaming Agreement or in any Dispute hereunder and that no Customer is necessary or indispensable to any action or proceeding undertaken for the resolution thereof. The Parties further agree that neither of them shall assert in any proceeding that any entity other than the Parties is necessary or indispensable to such proceeding or to the determination of the relief to be granted therein.

X. Severability

If any term, provision, covenant, or condition of this Teaming Agreement is held invalid or unenforceable for any reason, the remainder of the provisions shall continue in full force and effect as if this Teaming Agreement had been executed with the invalid portion thereof eliminated.

XI. Applicable Law

This Teaming Agreement and all of its amendments entered into after the date of this Teaming Agreement, no matter their place of negotiation, execution, or performance, will be governed by the laws then in effect in the State of with venue of any legal or equitable actions relating to this Teaming Agreement in the State of . If and to the extent that the Solicitation involves United States Government procurements, the federal law of public contracts as enunciated and applied in federal statutes, regulations and directives, and by federal judicial bodies, the United States General Accounting Office, the Small Business Administration's Office of Hearings and Appeals, and the boards of contract appeal created pursuant to 41 U.S.C. §§ 601 et seq., shall also apply.

XII. Change in Financial Condition

If either Party experiences a material change in its financial condition at any time after the effective date of this Teaming Agreement, the other Party shall be notified in writing of the change at the time the change occurs or is identified. Failure to notify the other Party of a material change in financial condition will be deemed a breach of this Teaming Agreement. For purposes of this solicitation, a material change is a loss contingency as defined in Statement of Financial Accounting Standards No. 5: Accounting for Contingencies that would require financial statement disclosure.

XIII. Assignment

in any way, each Party shall maintain public liability and property damage insurance in reasonable limits covering the obligations set forth above and shall maintain proper workmen's compensation insurance covering all employees performing under this Teaming Agreement.

B. In no event, whether through arbitration or court proceeding, shall either Party be liable for special or consequential damages of any kind or nature whether alleged to be attributed to any breach by either Party of this Teaming Agreement, to tort for negligence or otherwise caused, except to the extent of the indemnification set forth in paragraph A. above, for tort claims resulting in death, bodily injury, or property damage.

XVII. Corporate Authority

Team Leader and Team Member each hereby represent and warrant to the other:

A. That it has full corporate power and authority to enter into this Teaming Agreement and to perform its obligations hereunder;

B. That the execution, delivery, and performance of this Teaming Agreement by Team Leader or Team Member, as the case may be, and the implementation by Team Leader or Team Member, as the case may be, of the transactions contemplated hereby have been duly approved and authorized by all requisite corporate action of Team Leader or Team Member; and

C. This Teaming Agreement has been duly executed and delivered by Team Leader or Team Member, as the case may be, and constitutes a valid and legally binding obligation of Team Leader or Team Member, as the case may be, enforceable against such corporation in accordance with its terms.

XVIII. Entire Agreement; Headings

A. This Teaming Agreement is the entire agreement between the Parties with respect to the subject matter hereof and supersedes with respect to the Solicitation any prior oral or written agreements, commitments, drafts of agreements, understandings, memoranda, or other communications with respect to the subject matter of this Teaming Agreement. The Parties stipulate and agree that no prior drafts, memoranda, notes, or discussions relating to this Teaming Agreement shall be used at any time by either Party in any trial or hearing, or be used or discoverable in any discovery process pertaining

thereto, to prove or evidence in any way the intention or understanding of either Party with respect to any provision or part of this Teaming Agreement.

B. The headings of the sections, paragraphs and subparagraphs hereof are included for convenience of reference only and shall not affect the meaning or construction thereof.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Teaming Agreement on and as of the date first above written.

Team Leader:

Team Member:

By:

Title:

Date:

Witness

By:

Title:

Date:

Witness: