

TEAMING AGREEMENT FOR PROPOSAL

THIS AGREEMENT made effective as of the ____ day of _____, _____.

BETWEEN:

[PRIME CONTRACTOR]
(the "Prime Contractor")

OF THE FIRST PART

- and -

[PARTNER]
(the "Partner")

OF THE SECOND PART

WHEREAS:

- A. The Prime Contractor intends to submit a proposal (the "Proposal") to [CUSTOMER] (the "Customer"), in reply to Request for Proposal No. [no.] (the "RFP") for [products and/or services] (the "Products");
- B. The parties hereto recognize the complementary nature of their respective capabilities and agree that it is to their mutual benefit to act together in mutual cooperation for the purpose of preparing and submitting the Proposal to the Customer;
- C. The parties hereto desire to set out their mutual rights, responsibilities and obligations with respect to the preparation and submission of the Proposal and thereafter, including any such rights, responsibilities and obligations that arise in the event of any resulting contract awarded to the Prime Contractor as a result of the Customer accepting the Proposal (the "Contract").

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereby agree as follows:

1. Relationship of the Parties

1.1 The Prime Contractor, as a prospective prime contractor for the Products, will submit the Proposal in response to the RFP and will identify and include the Partner as its subcontractor, for that portion of the work assigned and identified in Schedule "A". It is understood that the Prime Contractor will identify the Partner's relationship, duties and responsibilities as a subcontractor hereunder in any and all subsequent discussions and agreements with respect to the RFP, the Proposal and any Contract awarded in relation thereto.

1.2 Each party will use reasonable efforts to achieve the objective of having the Prime Contractor selected as the prime contractor to supply Customer with the Products, and the acceptance of Partner as the subcontractor for the work assigned to the Partner hereunder.

2. Compensation, Costs and Expenses

2.1 Neither party shall demand or receive compensation of any kind from the other party prior to the award of the Contract or, unless otherwise agreed in writing, after the award of the Contract. Each party will bear all costs, risks and liabilities incurred by such party arising out of its obligations and responsibilities under this Agreement, including without limitation all damages, costs and expenses arising as a result of any claim or proceeding made against a party with respect to the infringement of any patent, copyright, trade mark, trade secret or other proprietary right of any third party.