

TEAMING AGREEMENT FOR JOINT PROVISION OF SERVICES

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

BETWEEN:

[PRIME CONTRACTOR]
(the "Prime Contractor")

OF THE FIRST PART

- and -

[SUBCONTRACTOR]
(the "Subcontractor")

OF THE SECOND PART

WHEREAS:

- A. Customer has announced its intention to negotiate with Prime Contractor for [specifics of negotiations];
- B. Prime Contractor and Subcontractor are desirous of joining their efforts to offer to Customer their services with respect to [the negotiations], either as originally submitted by Prime Contractor in its proposal dated [date] or as otherwise requested by Customer;
- C. Customer has requested Prime Contractor, by a Request for Proposal dated [date] (the "RFP"), a copy of which is attached hereto as Schedule "A", to propose [nature of proposal]; and
- D. Prime Contractor is desirous of inviting Subcontractor to submit, and Subcontractor is desirous of submitting, a [proposal] to be proposed by Prime Contractor to Customer in response to the RFP.

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. Subcontractor agrees to provide for Prime Contractor's approval, at a reasonable time prior to the deadline for filing of the proposal in response to the RFP (the "Proposal"), a submission meeting the technical requirements of the RFP and applicable technical requirements of the Subcontractor Bid in relation to the [nature of acquisition] (the "Subcontractor Bid"). Upon the approval of the Prime Contractor, the Subcontractor Bid shall be attached hereto as Schedule "B" to be made a part hereof.
2. The parties hereby acknowledge that the preparation and presentation of the Subcontractor Bid and the Proposal may require considerable cooperation between the parties hereto and may entail appreciable expenses. Each party shall cooperate fully with the other party in every reasonable way in such preparation and presentation and shall bear all costs incurred by it in connection therewith. Further, Subcontractor shall provide to Prime Contractor technical and commercial assistance in a timely fashion, together with such other assistance as may be mutually agreed upon, in the preparation and presentation of that portion of the Proposal reflecting the Subcontractor Bid.
3. Subcontractor acknowledges that the terms and conditions of the RFP and the Subcontractor Bid are applicable to it *mutatis mutandis*.
4. Subcontractor agrees that it shall not for a period of one year from the date of this Agreement, assist or provide submissions to any person other than Prime Contractor or any Affiliate of Prime Contractor (as defined) in connection with the [nature of acquisition] to be acquired by Customer. As used in this Agreement, "Affiliate" of Prime Contractor means any company, corporation, body corporate or other entity controlled by _____, "controlled" meaning directly or indirectly holding the majority of the nominal value of the issued common share capital or the voting power at shareholders'

meetings or being in a position to appoint the majority of the Board of Directors or otherwise to direct the activities of such party, but only as long as such control exists.

THIS IS A 4-PAGE FORM.