TEAMING AGREEMENT

THIS AGREEMENT is made as of the _____th day of _____, 2009, by and between
__________________________ and ______________________ (hereinafter called "Prime"); and collectively
called "PARTIES".

WHEREAS, the ______________________ (hereinafter called the "Customer") intends to procure a
"Project" and to that end is expected to issue a Request for Proposal, # _____ (hereinafter called
the "RFP"), and

WHEREAS, PRIME and PARTIES believe it to be in their best interest to enter into a Prime
Contractor/Subcontractor relationship to meet the Customer's requirement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained
herein, the parties hereto agree as follows:

1. RELATIONSHIP OF THE PARTIES

   a. PRIME and PARTIES agree to work together to prepare a prime contract proposal
      (hereinafter called the "Proposal"), to submit Proposal to the Customer in
      response to the RFP, to negotiate the prime contract with the Customer and a
      subcontract between PRIME and PARTIES, and to carry out any follow-up work
      related to the foregoing (hereinafter collectively called the "Task"). In carrying
      out work pursuant to the Task, PRIME shall serve as prime contractor and shall
      submit the Proposal to the Customer. PRIME will identify PARTIES as the
      proposed subcontractors for the portion of the effort which is described in
      Attachment A hereto. If PRIME is awarded a prime contract based on the
      Proposal, PRIME agrees to award a subcontract to PARTIES based on the portion
      of effort described in Attachment A hereto to the extent approved and authorized
      by Customer and consistent with Customer rules and regulations. Such
      subcontract shall be subject to mutual agreement between PRIME and PARTIES
      as to specific terms and conditions; provided, however, PARTIES hereby agrees
to accept all provisions of the prime contract required by Customer to flow down
to PARTIES.
b. PARTIES agrees that its lead scientist identified herein will not during the term of this agreement serve as a subcontractor, affiliate, or the like with any party other than PRIME in respect to the RFP.

c. Nothing herein shall be taken or construed so as to create a partnership or joint venture or impose a partnership obligation or liability or an association for profit on PRIME or PARTIES. If, for Federal Income Tax purposes, this agreement or any performance hereunder is regarded as a partnership, each of the parties hereto, hereby elects under the authority of Section 761(a) of the Internal Revenue Code of 1954 to be excluded from the application of all the provisions of Subchapter K of Chapter 1 of Subtitle A of the Internal Revenue Code of 1954. Each party hereto, in conducting its portion of the Task, shall perform as an independent contractor and nothing herein shall be construed or applied so as to create the relationship of principal and agent, partnership, or employer and employee between PRIME and PARTIES. The rights and obligations of the parties under this Agreement are limited to those expressly set forth herein.

d. Nothing contained in this Agreement shall be construed to provide for the sharing of profits or losses arising out of any contract that may result from the efforts of either or both parties pursuant to this Agreement.

e. Nothing contained in this Agreement shall restrict either party from the marketing or sale of products or services or other commercial efforts that are unrelated to the Project, RFP, Task, or Proposal.

f. It is agreed that PRIME may enter into one or more agreements with other potential subcontractors for portions of the effort called for in the RFP in addition to that described in Attachment A hereto.
2. RESPONSIBILITIES OF THE PARTIES

a. PRIME and PARTIES shall use their best efforts to prepare and submit the Proposal to Customer, to secure any prime contract that may issue based on the RFP, and to coordinate their efforts carried out pursuant to the Task. In carrying out the Task, PRIME shall be responsible, in its sole reasonable discretion, for overall management and all other functions, responsibilities, and authorities required for the Task. PARTIES agrees timely to supply resumes of personnel and other information concerning its capabilities that are necessary in PRIME's reasonable opinion for an adequate Proposal. This information will be of the type, variety, and format specified by PRIME.

b. When and as requested by PRIME, PARTIES shall submit to PRIME accurate current, complete, reasonable pricing and other information in sufficient detail to be reasonably responsive to the RFP and to permit PRIME to negotiate a prime contract with the Customer and a subcontractor with PARTIES both pursuant to the Proposal. Such information shall be provided to PRIME reasonably in advance of the date required for submission of the Proposal to the Customer.

c. PRIME shall have final authority, in its sole reasonable discretion, to determine the final form and content of the Proposal. PRIME will provide PARTIES with a copy of the Technical Proposal as submitted to Customer.

3. SUBCONTRACT

In the event that PRIME is awarded a prime contract for the Project, the PARTIES shall promptly enter into negotiations, in good faith, to reach agreement with respect to the terms and conditions of a subcontract to be awarded by PRIME to PARTIES for the portion of the effort described in Attachment A that is applicable to the prime contract as awarded. Any subcontract and the terms and conditions thereof agreed to by the parties to be awarded by PRIME to PARTIES pursuant to such prime contract shall be subject to the prior authorization and final approval of the Customer, and shall include all clauses and provisions required by the Customer and the prime contract to be included in any such subcontract.
4. **COST, EXPENSE, AND LIABILITY**

Each party hereto shall bear any and all costs and expenses incurred by it pursuant to its performance under this Agreement and/or in connection with the Task. Each party hereto shall be responsible for all losses, claims, damages, judgments, costs, expenses, and liabilities for injuries to or death of its personnel or third parties or for damage to or destruction of its or third party property arising out of its efforts in connection with the subject matter of this Agreement and shall indemnify and hold the other party hereto harmless from all such losses, claims, damages, judgments, costs, expenses, and liabilities. Neither party hereto shall make any commitment or incur any charge or expense in the name of the other party hereto.

5. **PROPRIETARY INFORMATION**

In the performance of the Task inclusive of the proposal preparation, certain information (technical, financial and the like) may necessarily be exchanged between PRIME and PARTIES. To the extent that such information is proprietary to the disclosing party, it is agreed that the disclosing party shall supply such information, to the extent practical, in writing and shall identify such information as proprietary by marking it clearly as confidential and proprietary to the disclosing party. In the case of information disclosed in non-documentary form, made orally or by visual inspection, the disclosing party shall have the obligation to confirm in writing the fact and general nature of each disclosure within thirty (30) days after it is made. Each party shall take reasonable precautions to prevent disclosure of such proprietary information received by it pursuant to this Agreement to any person or firm, other than the Customer for use in evaluation of the Proposal. Proprietary information which is so exchanged shall only be disclosed and used by the receiving party in connection with the Task effort and/or the performance of the resulting prime contract or subcontract. Unless otherwise agreed by the parties hereto pursuant to a prime and/or subcontract relating to the Proposal, upon termination of the Agreement, all proprietary information received hereunder shall be returned by the receiving party to the disclosing party except that the receiving party may retain one copy of such information in its Legal Division for archival purposes. Except as limited below, the obligations and restrictions imposed by this Article 5 will survive the termination of this Agreement. The obligations and restrictions imposed are limited as follows:
a. Neither party shall be liable for disclosure or use of proprietary information which:

(1) the receiving party is able to prove was known to it in writing prior to the time of receipt of same from the disclosing party;

(2) now is or hereafter becomes, part of the public knowledge without breach of this Agreement by the receiving party; or

(3) becomes available to the receiving party from a source other than the disclosure party, including the Government, and without breach of this Agreement by the receiving party.

6. **TERMINATION**

This agreement shall terminate upon the first occurrence of any of the following events and neither party shall have any further rights or obligations, except for those contained in Articles 1g, Articles 4 and 5 above:

a. Written notice by PRIME that it will not submit a Proposal as contemplated herein.

b. An official Customer announcement that the Project or RFP has been canceled.

c. An official customer announcement that a contract will not be awarded to PRIME.

d. Negotiation and award by PRIME of a subcontract to PARTIES.

e. Failure of the Customer to consent to PARTIES as a subcontractor.

f. Mutual written agreement of both parties to terminate this Agreement.

f. Expiration of twelve (12) months from the date of submission of the Proposal.

h. Material breach of this Agreement.
7. **SECURITY REQUIREMENTS**

Transmittal and safeguarding of U.S. classified information, if necessary, shall be accomplished in accordance with then current U.S. Government approved security procedures and/or the procedures of the Customer to the extent applicable and not inconsistent with U.S. Government approved security procedures.

8. **PUBLICITY AND INFORMATION TRANSFER**

No news release or public announcement may be made by PARTIES concerning the Project RFP, Task, or Proposal, or the efforts of PARTIES in connection with same or any resulting contract without prior review and written approval of PRIME. Any announcements or publicity made by either party hereto shall give full consideration and representation to the roles and contributions of both parties hereto. Any information to be provided by PARTIES to the Customer in respect of the Proposal or Task shall be provided through PRIME. If the Customer requests information directly from PARTIES, PARTIES will immediate notify PRIME.

9. **REPRESENTATIVES**

For all purposes of coordination and communication required by this Agreement, the parties will be represented as set forth below. The person named may be changed by either party by providing written notice of such change to the other party. For contractual matters:

10. **APPLICABLE LAW**

This Agreement shall be deemed to be made under and shall be governed by laws of the State of Pennsylvania in all respects, including matters of construction validity and performance.

11. **ASSIGNMENT**

This Agreement may not be assigned or otherwise transferred by either party hereto, in whole or in part, without the prior written consent of the other party hereto.
12. **ENTIRE AGREEMENT AND AMENDMENT**

a. This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any prior oral or written agreements, commitments, understandings, negotiations, representations or communications with respect to the efforts of the parties hereto in respect of the Project, RFP, Proposal, and Task.

b. This Agreement may not be modified or amended except by written agreement signed by officers of both parties hereto.

c. If any part, term, or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any federal, state, or local law, the remaining portions or provisions shall be construed so as not to be affected thereby.

d. The waiver, express or implied, of a specific breach of a term or condition of this Agreement shall not be taken as a continuing waiver of any subsequent breach.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first written above.

Name: ___________________________________________ Name: ___________________________________________

Title: ___________________________________________ Title: ___________________________________________

Date: ___________________________________________ Date: ___________________________________________