**TEAMING AGREEMENT**

This Teaming Agreement, entered into and made effective on this 20 day of July, 2010 (**“Effective Date”**),by and between the members of the OMNIAir Consortium states the nature and extent of the agreement between the parties hereto to develop and submit a proposal to the (**“Customer”**)in response to Solicitation No. **D** (**“Solicitation”**)for program support of (**“Program”**)**.**

**WITNESSETH:**

**WHEREAS, the ONMNIAir Consortium** intends to submit a proposal (**“Proposal”**)as to the Customer for the Program in response to the Solicitation, and the Companies desires to participate in the Proposal submittal;

**WHEREAS,** the companies have expertise and capabilities in regard to the Program which may be valuable to the Program within those areas separately identified and set forth in the proposed Statement of Work attached hereto as Exhibit A and hereby incorporated by reference; and

**WHEREAS,** the companies desire to contribute its expertise to the development of the Proposal;

**NOW, THEREFORE,** in consideration of the mutual promises hereinafter set forth, and such other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the OMNIAir Consortium do hereby covenant and agree as follows:

**1.** **RFI Activities.** OmniAir Consortium will submit the Request for Information. Any team participating in OmniAir’s response to the certification RFI agrees to respond to the correlating US DOT RFP exclusively with OmniAir’s team. Any team on OmniAir’s RFI response team, or attending any RFI response teams meetings must agree to:

1) Respond only with OmniAir’s team to the corresponding expected US DOT RFP on certification and  
2) Not disclose any information, strategy, approaches or processes discussed in these meetings to anyone outside of these discussions.

After the RFI has been submitted, an organziation outside of OmniAir may be designated as the prime contractor for the response to the expected US DOT RFP on certifcation. At the time of identification, this agreement will be modified identifying the prime contractor who will be responsible for submission of the proposal and the companies that will identified as subcontractors, hereinafter referred to as “company.”

RFP Activities:

As the Prime Contractor for the Program, Prime Contractor shall be responsible for overall proposal, program management and for the work performed under the resultant Prime Contract. Prime Contractor shall prepare and submit the Proposal, together with a supporting contribution from Company responsive to the requirements of the Solicitation. Prime Contractor shall have sole responsibility and authority for the content of the proposal.

A. Company shall participate in the Proposal effort in the areas of responsibility described in the proposed Statement of Work. Company shall furnish personnel, information and materials as necessary, and shall use its best efforts to prepare the sections of the Proposal related to the areas of responsibility set forth in the Statement of Work.

B. Each participating party (members of OmniAir) shall bear all expenses and liabilities which it incurs in connection with the Proposal, any negotiations which may follow, and all other efforts under this Teaming Agreement. Neither party shall have any right to reimbursement or compensation of any kind from the other in connection with this Teaming Agreement and the activities pursued thereunder, except as otherwise set forth in this Teaming Agreement.

C. Each party hereto agrees to use best efforts to cause a prime contract for the Program (**“Prime Contract”**)to be awarded to the Prime Contractor as a consequence of the Proposal to be prepared pursuant to this Teaming Agreement.

D. Company agrees to provide to the Prime Contractor Proposal support as outlined herein on an exclusive basis and further agrees that it will not support or otherwise participate in the proposal of any other offeror with respect to the Solicitation.

E. Company shall not act as prime con actor, subcontractor, team with, consult with, provide proposal support or special discounts to any bidder other than Prime Contractor in its effort to win the Prime Contract. If the prime contract is a multiple award contract and is awarded to Prime Contractor and other prime contractors, Company shall not provide task order proposal support or special discounts to or act as a subcontractor, or consultant, for any other Prime Contract awardee other than Prime Contractor. This provision shall survive the termination or expiration of this Teaming Agreement.

F. Company shall accept and comply with all terms, conditions, provisions, specifications, standards, requirements and clauses of the Solicitation, including all modifications thereto, in addition to such other terms and conditions as the parties shall mutually agree.

**2. Scope of Agreement.** This Teaming Agreement shall relate to the submission of a response to the RFI and the Solicitation, and nothing herein shall be deemed to:

A. Confer any right or impose any obligation or restriction on either party with respect to any other program effort or marketing activity at any time undertaken by either party hereto which does not pertain to the Solicitation;

B. Preclude either party hereto from independently soliciting or accepting any prime contract or subcontract not resulting from the Solicitation; or

C. Limit the rights of either party to independently promote, market, sell, lease, license, or otherwise dispose of its standard products or services apart from the Solicitation.

**3. Relationship of the Parties.**

A. This Teaming Agreement does not constitute, create, or give effect to a partnership, joint venture, affiliation, or any other type of formal business relationship or entity between the parties. The rights and obligations of the parties hereto shall be limited to those expressly set forth herein. Neither party is the agent of the other and neither may bind the other. The parties shall not share profits under any definitive subcontract which may result from this Teaming Agreement (**“Subcontract”**) and any such definitive Subcontract shall so provide.

B. The identified Prime Contractor and OmniAir leadership shall be the sole interfaces with the Government customer for this Solicitation and any resulting Prime Contract. Prime Contractor may, at its discretion, request the Company to prepare for and/or participate in meetings with the Customer. Company agrees to use its best efforts to comply with such requests. Prime Contractor acknowledges that Customer may from time to time make unsolicited contacts with Company relating to the Solicitation. Company agrees to notify Prime Contractor in writing within three (3) business days regarding the fact that such a communication has occurred and the content of such communication.

C. The definitive Subcontract, if any, shall provide that the Prime Contractor shall direct, supervise and manage the Program activities of the Company, that the Company shall report to the Prime Contractor and that the Company shall communicate with and deliver its performance to the Customer through the Prime Contractor.

D. Unless and until this Teaming Agreement expires or is terminated as provided herein, the Company agrees not to participate in any agreement or proposal effort of any kind with any other parties in response to the Solicitation.

**4. Proprietary Information.** Proprietary and confidential information (**“Proprietary Information”**)shall be furnished by one party to the other only as necessary to further this Teaming Agreement. Proprietary Information, whether disclosed in writing or orally, shall be clearly marked by the furnishing party with an appropriate legend or otherwise identified in writing as the Proprietary Information of the furnishing party, unless such information could be reasonably understood to be proprietary or confidential. The receiving party shall protect such Proprietary Information from disclosure to the same extent that it protects its own confidential or Proprietary Information, but in no event shall the receiving party use less than a reasonable degree of care to protect the Proprietary Information of the furnishing party. Under no circumstances shall any such furnished Proprietary Information be released or disclosed to any third party (except the Customer, as provided below) during the term of this Teaming Agreement, and for a period of three (3) years following the termination of this Teaming Agreement. The parties hereto each designate the person cited under Article 21 hereof or a designee of such person as the only individual for each party who shall receive all such Proprietary Information furnished under this Teaming Agreement. Proprietary Information is furnished under this Teaming Agreement solely for the purpose of responding to the Solicitation and carrying out any resulting Prime Contract. No other use of such Proprietary Information is authorized or shall be made. Notwithstanding the foregoing, the receiving party may use for any purpose or disclose any information that it can demonstrate: (i) is or becomes publicly known through no act or fault of the receiving party; (ii) is developed independently by the receiving party without access to or knowledge of the furnishing party’s Proprietary Information; (iii) is known by the receiving party when disclosed by the furnishing party if the receiving party does not then have a duty to maintain its confidentiality; or (iv) is rightfully obtained by the receiving party from a third party not obligated to preserve its confidentiality who did not receive the material or information directly or indirectly from the furnishing party. A receiving party also may disclose the furnishing party’s Proprietary Information to the extent required by a court or other governmental authority, provided that the receiving party provides prompt written notice to the furnishing party to permit such party to seek a protective order. The parties agree that each other’s Proprietary Information is valuable, and that they would suffer irreparable harm should it be disclosed or otherwise used in a manner in violation of the terms of this Teaming Agreement. Such improper use of a party’s Proprietary Information gives rise under this Teaming Agreement to equitable relief in the courts, including mandatory and prohibitory injunctive relief, monetary damages, and such other relief as a court may order. If the Proposal effort is unsuccessful, or at any time upon the earlier request of the furnishing party, the receiving party shall return the Proprietary Information of the furnishing party, including all copies thereof, to the furnishing party within 30 days of the award notice or final result under any protest of the award, whichever is later, or such party’s earlier request.

**5. Inventions, Patents, and Copyrights.** Except for such rights as may accrue to the Customer under the terms of the Solicitation, rights in and to inventions, patents, copyrights and other intellectual property (“Intellectual Property”) resulting solely from work of personnel of the Prime Contractor shall belong exclusively to OmniAir Consortium, and Intellectual Property resulting solely from work of personnel of Company shall belong solely to Company. Except as provided in Article 4,nothing contained in this Teaming Agreement shall be deemed, by implication, estoppel, or otherwise, to grant any right or license to Company in respect of any Intellectual Property owned by Prime Contractor or OmniAir Consortium, or to Prime Contractor OmniAir Consortium in Intellectual Property owned by Company. OmniAir Consortium shall own Intellectual Property jointly developed by OmniAir Consortium and the Company under the Solicitation or the Prime Contract, consistent with the terms of the Solicitation and the Prime Contract; provided, however, subject to the terms of the Prime Contract, that Company shall receive a royalty free and irrevocable license to use such jointly developed Intellectual Property. The parties agree to abide by provisions in the Prime Contract that may require the parties to grant license or other rights in the inventions and associated data to the Government.

**6. Conflicts of Interest.** Company represents and warrants that:

A. It is not precluded from performing the work contemplated in the Solicitation by the provisions of the Federal Acquisition Regulation Subpart 9.5, by virtue of an Organizational Conflict of Interest (OCI ) created by work performed or being performed on any past or present federal Government contract, subcontract, or consultant agreement;

B. The facts and circumstances of its past and present work under Government contracts, subcontracts, and consultant arrangements do not disqualify or limit it and would not disqualify Prime Contractor or any of its subcontractors or consultants in proposing for or performing work on the Program, and;

C. It has no reason to believe that the Government will contend that it has an organizational conflict of interest that would disqualify or limit it, Prime Contractor OmniAir Consortium, or any of its subcontractors or consultants in proposing for or performing work on the Program.

**7. Award of Prime Contract and Subcontract.**

A. The award of any definitive Subcontract is subject to all the following conditions:

(1) Award of a Prime Contract to Prime Contractor or OmniAir Consortium for the work contemplated by this Agreement;

(2) Inclusion in the Prime Contract of subcontract requirements that are substantially similar to those proposed for Company in the proposed Statement of Work;

(3) Furnishing by Company to Prime Contractor or OmniAir Consortium of all certifications, representations, and non-proprietary cost or pricing data, or basis for exemptions as required by applicable federal laws or regulations, or contained in the prime contract awarded to Prime Contractor or OmniAir Consortium; and

(4) The Customer’s approval or consent of Company, if required.

If a Prime Contract is awarded to the Prime Contractor or OmniAir Consortium as a consequence of the Proposal submitted in response to the Solicitation, the Prime Contractor or OmniAir Consortium shall award the Company a definitive Subcontract in accordance with this Teaming Agreement and the Exhibit A Statement of Work, and which shall contain such other terms and conditions as are mutually agreeable to the parties. In that regard, it is agreed that all applicable clauses required by the Prime Contract and applicable laws and regulations shall be included in any such definitive Subcontract, except that the termination for convenience clause, if included, shall be amended to state that it may be exercised only upon termination of the Prime Contract. If prior consent to or approval of the definitive Subcontract is required by the Customer, the Prime Contractor shall exert its reasonable efforts to secure such approval.

**10. Applicable Law.** Each party shall comply with all applicable federal, state or local laws, regulations, or ordinances in effect or hereafter adopted. This Teaming Agreement shall be governed by and construed and interpreted in accordance with the substantive laws of the Commonwealth of Virginia, without regard to its conflict of laws principles. For the adjudication of any disputes arising under this Teaming Agreement, the parties hereby consent to personal jurisdiction and venue in the federal and state courts located in the Commonwealth of Virginia.

**11. Assignment.** The parties’ rights and obligations under this Teaming Agreement will bind and inure to the benefit of their respective successors, heirs, executors, administrators and permitted assigns. This Teaming Agreement or any interest herein shall not be transferred or assigned, in whole or in part, by either party without the prior written consent of the other. For the purpose of this Teaming Agreement, any corporate merger, acquisition, or similar change shall not be considered an assignment.

**12. Term and Termination.** This Teaming Agreement shall commence on the Effective Date and continue until terminated in accordance with the following except as expressly provided in Article 4 hereof, this Teaming Agreement and all rights, duties, and obligations provided for herein shall automatically terminate without any further action of either party only upon the earliest occurrence of any of the following:

A. Written notice from the Customer that the Solicitation has been cancelled or, the award of a prime contract under the Solicitation to a party other than the Prime Contractor.

B. Written agreement of both parties to terminate this Teaming Agreement.

C. Execution of a definitive Subcontract between the parties hereto.

D. Refusal of the Customer to approve Company as a subcontractor to Prime Contractor for the Solicitation, provided that the Prime Contractor did nothing to effect such a result and used reasonable efforts to have the Company approved as a Company.

E. Commencement, voluntary or involuntary, of proceedings in bankruptcy for one of the parties, including filing under Chapter 11 of the U.S. Bankruptcy Code, or has been subject to an assignment for the benefit of creditors.

F. The Solicitation is modified or there is a change in the Company’s business, personnel or skills and Prime Contractor notifies Company that it has determined in good faith that Company cannot meet the modified requirements or cannot perform the services specified on Exhibit A due to cost effectiveness, technical capability or other reason due to changes in the Company’s business, personnel or skills.

G. Prime Contractor or OmniAir Consortium notifies Company of its election not to pursue the Solicitation.

H. Either party has failed to fulfill a material requirement(s) of this Agreement provided that the breaching party has been notified in writing of the breach and has failed to fulfill the material requirement(s) within 10 days of the written notice.

I. The Company has a conflict of interest as defined in FAR subpart 9.5 that, in the reasonable assessment of Prime Contractor or OmniAir Consortium, cannot be mitigated.

J. One year after the effective date of the teaming agreement

**13. Non-Solicitation.** During the term of this Teaming Agreement, and for a period of one (1) year thereafter, neither party shall solicit or hire for employment any person employed by the other party without the prior written agreement of the party whose employee is being considered for employment. Notwithstanding the foregoing, this Article shall not apply if an employee of a party is hired by the other party after such employee responded independently to a general employment advertisement or similar solicitation, including but not limited to job postings published in newspapers, trade publications or websites.

**14. Severability.**  In the event any portion of this Teaming Agreement is deemed invalid or unenforceable for any reason by a court of competent jurisdiction, the remaining portions of this Teaming Agreement shall remain in full force and effect.

**15. Compliance with Laws.** Each party agrees to comply with all applicable state, local and federal laws and regulations. Any party breaching this provision shall indemnify the other party for all damages, costs, liabilities and expenses (including attorneys’ fees) resulting from such breach, without regard to the limitation of liability set forth in Limitation of Liability section of this Teaming Agreement.

**16. Publicity.** Any news releases, public announcements, advertisements, or publicity to be released by the Company in connection with the proposal or ensuing Prime Contract award must have the prior written approval of Prime Contractor or OmniAir Consortium. The parties further agree that news releases made by either party shall recognize the participation and contributions of the other party.

**17. No Waiver.** Any delay or failure of either party at any time to enforce or require compliance by the other party with any provision hereof shall not affect in any way the full right to require such compliance or performance at any time thereafter

**18. LIMITATION OF LIABILITY. EXCEPT FOR LIABILITY FROM BREACH OF NON-SOLICITATION OR NONDISCLOSURE CLAUSES HEREIN, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY LOST PROFITS, LOST SAVINGS, CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**19. Contents of This Agreement.** Company hereby authorizes Prime Contractor to make the contents of this Teaming Agreement known to the Government. Company is not authorized to make the contents of this Agreement known to any party without the prior written consent of Prime Contractor.

**20. Changes.** Any modification or amendment to this Teaming Agreement shall be in writing and signed by a duly authorized official of both parties hereto.

**21. Notices.** Any notice or other writing required or permitted by this Teaming Agreement shall be deemed to have been sufficiently given either when personally delivered or mailed by certified or registered United States mail with postage prepaid to the individual representatives and addresses of the parties specified herein. The individuals designated below shall, unless and until otherwise specified in writing by the appropriate party, be the only individuals eligible to receive any and all written notices under this Teaming Agreement:

For Company:

**22. Disputes.** Disputes under this Teaming Agreement shall be first resolved by attempted negotiation at the highest executive levels between the parties. In the event any such dispute is not resolved within thirty (30) days of the commencement of any such executive negotiations, the dispute may be resolved by resort to a court of competent jurisdiction in accordance with Article 10. Enforcement may include the remedies of injunctive relief, specific performance and monetary damages, in addition to such other relief as the court may order. The definitive Subcontract may contain an arbitration clause in lieu of or in addition to the “Disputes Clause” contained in the Prime Contract.

**23. Entire Agreement.** This Teaming Agreement constitutes the entire, complete, final understanding and agreement between the parties concerning the Solicitation and supersedes any previous understandings, commitments, or agreements, oral or written. Each party covenants that there is no agreement between itself and any other person, firm, or corporation which would impair the full force and effect of this Teaming Agreement.

**IN WITNESS WHEREOF**, the parties hereto have, through duly authorized representatives, executed this Teaming Agreement effective as of the day and year indicated in the preamble.

**COMPANY:**

By: By:

Name: Name:

Title: Title:

Date: Date:

Attachment: Exhibit A