Teaming Agreement

THIS AGREEMENT is entered into this the _____ day of 20___ by and between
_____
_____
(hereinafter referred to as SPONSOR) and ECOLOGICAL ENGINEERING GROUP, INC. (hereinafter referred to as EEG), 50 Beharrell Street, Concord, Massachusetts, 01742-2743, collectively referred to as "the parties."

RECITALS

1. WHEREAS, SPONSOR intends to submit a proposal to
_____
hereinafter referred to as CLIENT in response to requested engineering and consulting services entitled
_____
(hereinafter the "Program"); and

2. WHEREAS, SPONSOR acknowledges and affirms that EEG is the owner or authorized representative of various patents, products, technologies, software, intellectual property, to include but not be limited to the Solar Aquatic System®; Aerobic microbial respiration, evaporation and plant transpiration System (AMRET) by David Del Porto and the associates of EEG, Sustainable Strategies, trademarked as Washwater Garden™ or Wastewater Garden™ or Stormwater Garden™ or Stormwater Landscape™ or Wastewater Landscape™ and the single system for the solar augmentation of aerobic, organic decomposition identified as Soltran™ with claims covered under US patent 4,174,371 hereinafter referred to as the Technologies and software) and SPONSOR has experience and unique capabilities to perform contract work in the areas of _____ ; and

3. WHEREAS, EEG has experience and unique capabilities in ecological engineering, design, construction and operations management to include but not be limited to the Technologies and software referred to in Recital paragraph 2; and

4. WHEREAS, the parties having expended significant technical effort, desire to combine their respective unique capabilities and seek to bid collectively for the Program; and

5. WHEREAS, a teaming arrangement will provide competition for the Program by allowing each party to complement the unique capabilities of the other and will provide SPONSOR with the best combination of capabilities to achieve client's objective(s).

NOW, THEREFORE, the parties agree as follows:

1. SPONSOR, as proposed Prime Contractor, agrees to timely submit a proposal to CLIENT for the Program and to use EEG as its proposed Subcontractor primarily responsible for the areas specified in Paragraph 3, below.

2. EEG will support SPONSOR during its proposal effort, specifically in the area(s) specified in Paragraph 3, below. SPONSOR will provide EEG, within two weeks after

submittal of the proposal, a copy of the technical proposal submitted to by SPONSOR.

3. The definition and scope of work to be performed by each of the parties is summarized in the Statement of Work submitted to SPONSOR and EEG Technical Proposal No. _____, dated_____.

4. (a) If SPONSOR is successful in obtaining a Prime Contract award for the Program, SPONSOR will, subject to any approval required by CLIENT, offer a subcontract to EEG in the areas summarized in the referenced Statement of Work to the extent such work and funding for it is included in the Prime Contract. SPONSOR agrees to use all reasonable efforts to obtain CLIENT approval of EEG as SPONSOR's subcontractor for such work.

(b) Any subcontract shall be subject to the mutual agreement of SPONSOR and EEG relative to terms and conditions, including price and delivery schedule, except that it shall contain clauses required by the Prime Contract. The parties hereto agree to negotiate in good faith to achieve such mutual agreement.

5. EEG agrees to submit to SPONSOR, in support of its proposal, cost and pricing data as may be required by the Prime Contract or by law or regulation in sufficient detail to allow SPONSOR to negotiate subcontracts with EEG and to submit and negotiate proposals with CLIENT. In the event SPONSOR changes any portion of the proposal prepared by EEG, such changes will be submitted to EEG for review and approval prior to incorporating the changes in the proposal.

6. SPONSOR will have primary responsibility for the conduct of marketing activities related to the Proposal and EEG agrees to provide such reasonable complementary marketing support as SPONSOR shall deem necessary and request.

7. SPONSOR and EEG each will bear all its own expenses, costs, risks, and liabilities arising out of the respective proposals and marketing efforts, and any other efforts performed under this Agreement and neither will make any claim or charges against the other, except to the extent that any of such shall be properly includable and allowable in its indirect cost allocation to contracts and subcontracts.

8. Nothing herein shall be deemed to restrict either party from offering or selling to any other party any items or services that it may regularly offer for sale, even though such items or services may be included in the proposal contemplated by this Agreement.

9. (a) Data jointly developed for the purpose of the proposal shall be the joint property of the parties and, neither party, without the consent of the other, shall disclose or publicize such information or data for a period of ten (10) years from the date of this Agreement. The foregoing restriction shall not, however, preclude the submission of information or data to specific government agencies with a need to know for approvals and permits requirement provided appropriate restrictive legends are utilized in connection with such disclosures.

(b) The obligation of this Paragraph 9 shall survive any termination of this Agreement pursuant to Paragraph 13 herein.

(c) Neither this Agreement nor any disclosure of information hereunder shall be

construed to grant either party any rights, license, or immunity, either directly or by implication, estoppel or otherwise, in or under any issued, pending, or after acquired patents or patent applications or proprietary technical information of the other except as expressly recited herein; provided, however, that each party hereby grants to the other party an immunity from suit for infringement of its patents to the extent necessary to enable such other party to perform its obligations under the activity contemplated by this Agreement and the performance of resultant contracts, to the extent set forth in such contracts.

(d) Such information as may be transmitted or exchanged by the respective parties under this Agreement shall not constitute any representation, warranty, assurance, guarantee, or inducement by either party to the other with respect to the infringement of patent or other proprietary right owned or controlled by any third party and nothing in this Agreement shall be construed as a warranty or representation of any kind with respect to the content or accuracy of documents and information transmitted or exchanged by the parties under this Agreement.

10 (a) Any invention jointly conceived or jointly first reduced to practice by employees of both parties hereto in the course of this Activity shall be jointly owned by the parties. The parties shall use and protect such joint inventions only in accordance with the provisions of Paragraph 8 hereof; provided, however, that the parties shall have the right to use as they see fit those joint inventions incorporated in a pending United States or foreign patent application. The filing of patent applications on such joint inventions shall be at EEG's sole discretion with expenses for such filing, subsequent prosecution, and any taxes and fees being at EEG's expense; provided, however, that if EEG elects not to file a United States or foreign application, SPONSOR shall have the right to do so with such expenses being borne by SPONSOR. The filing of any such patent applications shall be in the name of both parties with appropriate assignments confirming the rights of the parties. Compliance with regulations with respect to any country in which an application is filed shall be borne by the party so filing.

(b) With respect to inventions conceived in the course of the proposal effort by employees of one party only, such party shall have the entire right, title, and interest is such inventions and the exclusive right to file patent applications thereof in its own name, subject to a royalty-free, non-exclusive, and irrevocable license (without the right to grant sublicenses) to make, have made, use, and sell the invention granted to the other party for use only in the proposal activity contemplated by this Agreement and the performance of resultant contract or subcontract between the parties hereto (to the extent set forth in said contract(s).

(c) Confidentiality.

(1) During the life of and after the termination of this Agreement for any reason whatsoever, SPONSOR shall not reveal or disclose any confidential information or data relating to the Technologies and software, their processes, the methods of production of same or the technical know-how and data provided hereunder to any third party without the written authorization of the EEG, provided, however, that SPONSOR may employ subcontractors for the design, installation, use and manufacture of the Technologies and software or its components who shall have the same obligations of nondisclosure as SPONSOR. SPONSOR shall refrain from publishing articles containing confidential information relating to the Technologies and software without consulting EEG prior to such publication and obtaining written

approval of EEG, which approval shall not be unreasonably withheld.

(2) SPONSOR assumes the obligation that those of its agents and employees who are likely, by reason of their employment, to obtain confidential information relating to the Technologies and software, will sign a secrecy declaration in which the employees will undertake not to communicate during and after termination of their employment any such information regarding the Technologies and software without the written consent of EEG and which shall include a nonemployment-by-a-competitor declaration in a form to be agreed upon by EEG and the SPONSOR to the extent possible under applicable law.

(3) Improvements by SPONSOR.

SPONSOR shall disclose fully to EEG all inventions and improvements, whether or nor patentable, relating to the Technologies and software which EEG has heretofore developed or acquired or which or which it may develop or acquire at any time within ten years from the effective date hereof. Such disclosure shall be made in writing, including the necessary drawings, diagrams, written descriptions, and other data adequate for full understanding. SPONSOR shall require engineering and research personnel, along with other of its agents and employees to disclose fully to EEG all inventions and improvements relating to the Technologies and software made by them or made hereinafter during their employment or during such ten year period, whichever is shorter, and shall furnish such disclosures to EEG.

(4) User License

SPONSOR shall provide to SPONSOR's prospects and customers a copy of the current version of the EEG User License (attached hereto as Appendix A) with the written or verbal proposal to design with the technologies and software, so that the potential user will have a reasonable opportunity to read the EEG User License and comply or reject the terms and conditions of said license.

11. Except as may be required by Federal, State, or local laws and regulations or courts of competent jurisdiction, or as required to meet credit and financing arrangements or as required or appropriate in the reasonable judgment of either party to satisfy the disclosure requirements of any Federal or State securities laws or regulations, no publicity or advertising shall be released by either party, in connection with this Agreement or any proposal contemplated, without the prior written approval of the other. Neither party, however, shall be precluded from revealing to CLIENT the existence and contents of this Agreement. In the event of any contract award of the type contemplated by this Agreement, neither party shall make any releases for publication in media intended for public circulation without the other party's prior approval thereof, which approval shall not be unreasonably withheld.

12. Each party hereto shall act as an independent contractor, and this Agreement shall not constitute, create, give effect to, or otherwise recognize a joint venture, pooling arrangement, partnership, or formal business organization of any kind. No relationship, other than that created by and set forth in this Agreement, shall be intended or established by any reference to the parties operating as a "Team" or "Team Members".

13. This Agreement and all rights and duties hereunder, except those in Paragraphs

8 and 9, shall terminate upon the earliest event of any of the following:

(a) Notice from CLIENT that the Prime Contract for the Program will not be awarded to SPONSOR;
(b) Award of a subcontract to EEG by CLIENT under a Prime Contract awarded to SPONSOR for the Program;
(c) Cancellation of the RFP for the Program by CLIENT, or changes to the anticipated requirements of the contemplated RFP for the Program to such an extent that the objectives of this Agreement are no longer practical for procurement;
(d) Mutual agreement in writing by the parties hereto;
(e) Expiration of a period of twelve (12) months from the effective date of this Agreement;
(f) Refusal by CLIENT to approve the award of a subcontract to EEG (provided, however, that SPONSOR uses all reasonable efforts to obtain CLIENT'S approval for EEG as SPONSOR's subcontractor) or;
(g) If the parties fail to agree upon subcontract terms and conditions after negotiating in good faith for a reasonable time, this Agreement shall be subject to termination by either party giving the other party five (5) days written notice of its intention to terminate.

14. This Agreement contains the entire Agreement of the parties and supersedes any previous understanding, commitment, or agreement, oral and written, with respect to the subject matter hereof.

15. This Agreement may be modified from time to time by the mutual written consent of the parties.

16. Neither party may assign or transfer its interest hereunder without the prior written consent of the other.

17. This Agreement and the interpretation thereof shall be governed by the laws of the Commonwealth of Massachusetts.

18. Any other provision of this Agreement notwithstanding, in the event CLIENT does not award to SPONSOR a Prime Contract for the Program, EEG may provide its services to CLIENT or any contractor.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed effective as of the day and year above provided.

For EEG
By: _____ Date: _____

Title: _____

For SPONSOR

By: _____ Date: _____

Title: _____