

Carnegie Mellon

STANDARD PURCHASE ORDER 206427

Revision 0

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Instructions: 1) PO number must appear on all papers and packages concerning this order. 2) Invoice in duplicate. 3) Serial numbers of all material furnished must be shown on invoice. Failure to show on invoice will delay payment. 4) Acknowledge receipt of this order and advise date of shipment. Ship prepaid and add to invoice. No C.O.D shipment will be accepted.

TO: ADVANIS INC
 1600 10123 99ST
 SUN LIFE PL
 EDMONTON, AB T5J 3H1

SHIP TO: THIS ORDER DOES NOT
 REQUIRE ANY SHIPPING.

ATTN: J WALTER (780) 944 9212

CUSTOMER ACCT: 77237

PAYMENT TERMS: NET 30

FOB:

SHIP VIA:

GOVERNMENT FUNDS USED FOR THIS PO? YES

Agreement Type:

Priority Code:

BILL TO: ACCOUNTS PAYABLE
 CARNEGIE MELLON
 5000 FORBES AVENUE
 PITTSBURGH, PA 15213-3890

DATE: 23-JAN-08

BUYER: A ABELS

REQUESTOR: ABELS, ALBERT JEF

NOTE: All prices and amounts on this order are expressed in : US dollar

ITEM	DESCRIPTION & DATE REQUIRED	QTY	UNIT	UNIT PRICE	TOTAL PRICE
1	PSA TO ADVANIS UNDER AWD#10407 o SHIP TO: Address at top of page				6,000.00
				Total	\$6,000.00

Carnegie Mellon

PROFESSIONAL SERVICES AGREEMENT

1040702-206427

THIS AGREEMENT, made as of this 04 day of January, 2008, by and between Carnegie Mellon University, a Pennsylvania non-profit corporation (the "University"), located at 5000 Forbes Avenue, Pittsburgh, Pennsylvania 15213,

and

Advanis Inc. Suite 1600, 10123 99 Street Edmonton, AB Canada T5J 3H1, hereinafter referred to as "Contractor".

W I T N E S S E T H:

WHEREAS, the University is desirous of obtaining professional and expert services of the Contractor; and,

WHEREAS, the Contractor and his/her employees, have the knowledge, skill and capability to perform services for the University;

THEREFORE, in consideration of the foregoing, the parties, intending to be legally bound, hereby covenant and agree to the following:

1. The Contractor is hereby retained by the University and agrees to provide all necessary labor, supervision, materials and supplies to perform the services described as follows (Services), in accordance with identified schedules and as requested by the University.

- a. Services to be performed shall include, but are not limited to, transcription services for the EPA/DHS project entitled "The Center for Advancing Microbial Risk Assessment (CAMRA)".

2. The Contractor agrees to perform the Services to the reasonable satisfaction of the University during the term of this Agreement. The Contractor warrants to the University that all materials and equipment furnished under this Agreement will be new unless otherwise specified, and that all Services will be of good quality, free from faults and defects and in conformance with any Agreement exhibits attached hereto. All Services not conforming to these requirements, including substitutions and alterations not properly approved and authorized, may be considered defective.

3. The University agrees to pay the Contractor at the rate of \$2.50 per minute, but not-to-exceed the total amount of \$6,000.00, payable thirty (30) days after the completion of the work or task and receipt of the Contractor's invoice. The University shall not pay or reimburse Contractor for any costs or expenses of Contractor. Performance beyond the limitations within this Agreement (either financial or time period) shall be at the sole risk and responsibility of the Contractor, and the University shall not be obligated to pay for services, costs or expenses exceeding the funding or contract period of this Agreement.

4. The Contractor understands that the Contractor's status hereunder is that of independent contractor. The Contractor and its employees are not considered employees of the University in the performance of Services and are not entitled to any employee benefits, statutory or otherwise, including, but not limited to, workers' compensation or unemployment compensation.

5. The Contractor agrees that the University will not deduct income, Social Security or other taxes on any payments to the Contractor hereunder. The Contractor further agrees that the Contractor is solely responsible for payment of any such taxes due to the proper taxing authorities. The Contractor shall indemnify and hold the University harmless from any assessments of such taxes and any interest and penalties imposed upon the University by reasons of the Contractor's failure to pay such taxes.

6. The Contractor shall provide the services hereunder in full compliance with all applicable federal, state and local laws and University rules and regulations as outlined in Attachment A.

7. Contractor shall, at its own expense, procure and maintain during the term of this Agreement, at its own expense, the following types of insurance and/or self-insurance with limits of liability referenced in Attachment B.

8. The Contractor agrees that any personal injury to the Contractor, its employees or third parties or any property damage resulting solely from performances of Services hereunder by Contractor shall be the responsibility of the Contractor. The Contractor agrees to indemnify, defend and hold harmless the University from and against any claims, damages, liabilities, injuries, expenses or losses, including, but not limited to, reasonable attorney's fees and costs, by reason of any suit, claim, demand, judgment or cause of action initiated by any person (including employees of Contractor) or award of damages arising out of or in connection with this Agreement, except if the same results from the sole negligence or willful misconduct of the University or the University's employees, it being the intent of this provision to absolve and protect the University from any and all loss except loss due to its sole negligence or willful misconduct. Contractor specifically agrees to assume the risk of the above stated losses, and this provision is specifically desired by the parties and has been bargained for. University shall retain the right to be represented by counsel of its own choosing at Contractor's reasonable expense as set forth above.

9. The Contractor agrees to keep confidential and not to disclose to third parties any information either provided by the University or as witnessed by the Contractor or its employees in the course of performance of Services pursuant to this Agreement unless the Contractor has received prior written consent of the University to make such disclosure. This obligation of confidentiality does not extend to any information that:

- a. was in the possession of the Contractor at the time of disclosure by the university, directly or indirectly;
- b. is, or shall become, through no fault of the Contractor, available to the general public; or
- c. is independently developed and hereafter supplied to the Contractor by a third party without restriction or disclosure.

10. The Contractor agrees that any computer programs, software, documentation, copyrightable work, discoveries, inventions, or improvements developed by the Contractor solely, or with others, resulting from any performance of Services pursuant to this Agreement are the property of the University and the Contractor agrees to assign all rights therein to the University and to execute all documents necessary to perfect said rights in the University. The Contractor further agrees to provide

the University with any assistance which the University may require to obtain patents or copyright registrations, including the execution of any documents submitted by the University. Contractor also agrees to have its employees execute an acknowledgement recognizing the University's rights under this provision and assign any and all rights, including moral rights, which Contractor's employees may have in any work performance for the University.

11. The Contractor shall not make use of University trademarks, trade names and service marks nor shall it publicize the Contractor's performance of Services without the University's prior written consent.

12. The Contractor agrees that the obligations of Sections 8, 9, 10 and 11 hereof will survive the termination of this Agreement.

13. In the performance of Services, the Contractor agrees that the Contractor shall not have the authority to enter into any contract or agreement to bind the University and shall not represent to anyone that the Contractor has such authority.

14. The Contractor represents and warrants to the University that in performing Services, the Contractor will not be in breach of any agreement with a third party.

15. The Contractor may not assign the rights or obligations under this Agreement without the University's prior written consent.

16. This Agreement contains the entire understanding with respect to the subject matter hereof and may not be amended except by a written agreement executed by the Contractor and the University's authorized buyer.

17. The term of this Agreement shall commence on January 1, 2008, and continue through the period of March 31, 2008, or until completion of the Services (whichever occurs first). It may be extended by written change order beyond such date if the University and the Contractor agree to the extension.

18. If the Contractor becomes insolvent or files a petition in bankruptcy, if the University determines that it is not in its best interest to continue this Agreement, or if the Contractor breaches any provision of this Agreement and has not cured such breach within fifteen (15) days after notice from the University to do so, the University may terminate this Agreement.

19. Any controversy, claim or dispute arising out of or relating to this Agreement or the breach thereof, shall be adjudicated in the Court of Common Pleas of Allegheny County or the United States District Court for the Western District of Pennsylvania. Contractor hereby waives any and all objections to jurisdiction or venue of these courts, whether on the ground of inconvenient forum or otherwise.

20. Any notices to be given shall be sent first class mail to the University at:

Carnegie Mellon University
Department of Social & Decision Sciences
5000 Forbes Avenue
Pittsburgh, PA 15213
Attn: Dr Julie Downs

and to the Contractor at:

Avanis, Inc

Suite 1600
10123 99 Street
Edmonton, AB Canada
T5J 3H1
Attn: Johann Walter

21. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, excluding its choice of laws provision.

22. Carnegie Mellon University, as an educational institution, as an employer, and as an issuer of contracts, values equality of opportunity, human dignity, and racial/ethnic and cultural diversity. Accordingly, the University prohibits and will not engage in discrimination or harassment on the basis of race, color, religion, national origin, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or status as a disabled veteran or a veteran of the Vietnam era. Further, the University will continue to take affirmative steps to support and advance these values consistent with the University's mission. This policy applies to admissions, employment, access to and treatment in University programs, procurements and activities. This is a commitment made by the University in accordance with federal, state, and/or local laws and regulations. These concepts are incorporated herein by this reference and shall be accepted by Contractor in their entirety.

23. The University shall have the right to suspend indefinitely or terminate this agreement for its convenience, in whole or in part, at any time by thirty (30) days written notice. In the event of such termination, Contractor shall promptly comply with the directions contained in such notice and shall, subject to direction, take action as may be necessary to terminate the Services and minimize its costs and liability with respect to the terminated Services. An equitable adjustment in the price of this agreement for additional costs incurred by Contractor as a direct result of such termination will be negotiated.

24. Performance of this Agreement by each party shall be pursued with due diligence in all requirements hereof; however, neither party shall be liable for any loss or damage for delay or nonperformance due to causes not reasonably within its control. In the event of any delay resulting from such causes, the time for performance and payment hereunder shall be extended for a period of time reasonably necessary to overcome the effect of such delays. In the event of any delay or nonperformance caused by such uncontrollable forces, the party affected shall promptly notify the other in writing of the nature, cause, date of commencement thereof and the anticipated extent of such delay, and shall indicate whether it is anticipated that the completion dates would be affected thereby.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the last date and year written below.

Carnegie Mellon University
5000 Forbes Avenue
Pittsburgh, PA 15203

By  3/5/08
(Signature & Date)

By 
(Signature & Date)

Name Rochelle Beger, CMA, CAM
(Typed or Printed)

Name Susan Burkett

Title Controller

Title Associate Vice President

Attachment A Representations and Certifications

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT & SUSPENSION; DRUG FREE WORKPLACE; DELINQUENT FEDERAL DEBT; EEO & AFFIRMATIVE ACTION; AND PROCUREMENT INTEGRITY.

Civil Rights Form HHS 441 or 690	Handicapped Individuals Form HHS 641 or 690	Sex Discrimination Form 639-A or 690	Misconduct in Science
<input type="checkbox"/> Filed	<input type="checkbox"/> Filed	<input type="checkbox"/> Filed	<input type="checkbox"/> Internal Admin. review process has been established
<input type="checkbox"/> Not Filed	<input type="checkbox"/> Not Filed	<input type="checkbox"/> Not Filed	<input type="checkbox"/> Reporting requirements of the published scientific misconduct regulations will be followed
NA	NA	NA	NA

The following additional certifications described below are made by checking the appropriate boxes and verified by the signature of the OFFICIAL signing for the Subcontractor.

a) CONFLICT OF INTEREST	<input type="checkbox"/> NO	<input type="checkbox"/> YES (Attach explanation)	} NA
b) DELINQUENT FEDERAL DEBT	<input type="checkbox"/> NO	<input type="checkbox"/> YES (Attach explanation)	
c) DEBARMENT AND SUSPENSION	<input type="checkbox"/> NO	<input type="checkbox"/> YES (Attach explanation)	
d) DRUG FREE WORKPLACE	<input type="checkbox"/> NO	<input type="checkbox"/> YES (Attach explanation)	

e) PROCUREMENT INTEGRITY. I the undersigned, am the officer or employee responsible for the preparation of this offer and hereby certify that to the best of my knowledge and belief, with the exception of any information described in the certificate, I have no information concerning a violation or possible violation of subsections (a), (b), or (d) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), (hereinafter referred to as "the Act"), as implemented in the FAR, occurring during the conduct of this procurement.

Violations or possible violations: NO YES (Attach explanation) } NA

ANY FUTURE VIOLATIONS WILL BE REPORTED AS REQUIRED BY THIS ACT.

f) LOBBYING	<input type="checkbox"/> NO	<input type="checkbox"/> YES	} N/A		
With Federal Appropriated funds:	<input type="checkbox"/> NO	<input type="checkbox"/> YES (If YES, complete Standard Form LLL)			
With Other Than Appropriated funds:	<input type="checkbox"/> NO	<input type="checkbox"/> YES (If YES, complete Standard Form LLL)			
g) HUMAN SUBJECTS	<input type="checkbox"/> Full IRB	<input type="checkbox"/> Expedited Review		<input type="checkbox"/> Exempt	<input type="checkbox"/> N/A
*Attach approval letter					
h) VERTEBRATE ANIMALS	<input type="checkbox"/> NO	<input type="checkbox"/> YES		<input type="checkbox"/> N/A	
*Attach approval letter					
i) rDNA	<input type="checkbox"/> NO	<input type="checkbox"/> YES	<input type="checkbox"/> N/A		
*Attach approval letter					
j) REPORTED INVENTION & PATENTS (NIH Competing Continuations Only)	<input type="checkbox"/> NO	<input type="checkbox"/> YES			
k) PROGRAM INCOME	<input type="checkbox"/> NO	<input type="checkbox"/> YES (If YES, use the format below to reflect the amount and source(s) of anticipated Program Income)			

Budget Period	Anticipated Amount	Source(s)

l) CLEAN AIR & WATER CERTIFICATION (FAR 52.223)

Any Facility listed as a Violation Facility NO YES } NA

DATE: 3/4/08

Signature of Authorized Representative R Beger
Type Name and Title Rachelle Beger, cMA, cpm
Controller

INSTRUCTIONS TO COMPLETE Attachment A - Representations and Certifications

Civil Rights – Self Explanatory

Handicaped Individuals – Self Explanatory

Sex Discrimination – Self Explanatory

Misconduct in Science - CMU's definition of misconduct of science is: Fabrication, plagiarism, or other practices that seriously deviate from those that are commonly accepted within the scientific community for proposing, conducting, or reporting research. It does not include honest error or honest differences in interpretations or judgments of data.

- (a) CONFLICT OF INTEREST FILED - CMU's definition is: CONFLICT OF INTEREST DISCLOSURE AND MANAGEMENT (COI) A potential Conflict of Interest occurs when there is a mesh between an individual's private interests and his or her professional obligations to the University such that an independent observer might reasonably question whether the individual's professional actions or decisions are affected by their private interest. Conflicts of commitment arise when university members' involvements in outside activities substantially interfere with their primary commitments to the university: to teach, to conduct research and to meet related obligations to students, colleagues and the university.
- (b) DELINQUENT FEDERAL DEBT – self explanatory
- (c) DEBARMENT AND SUSPENSION – self explanatory
- (d) DRUG FREE WORKPLACE – self explanatory
- (e) PROCUREMENT INTEGRITY – speak w/Joanne
- (f) LOBBYING – 32 CFR Part 28. [-NEW RESTRICTIONS ON LOBBYING.](#)
- (g) HUMAN SUBJECTS – self explanatory
- (h) VERTEBRATE ANIMALS – self explanatory
- (i) rDNA -- self explanatory
- (j) REPORTED INVENTION & PATENTS – self explanatory
- (k) PROGRAM INCOME – Program Income – An Interesting Topic in Grants Management
<http://researchadmin.asu.edu/informationSheets/program%20income%20guidelines.pdf>
- (l) CLEAN AIR & WATER CERTIFICATION – self explanatory

MARSH

Certificate of Insurance

No. SUNLI-2007-2

Dated: September 13, 2007

This document supersedes any certificate previously issued under this number

This is to certify that the Policy(ies) of insurance listed below ("Policy" or "Policies") have been issued to the Named Insured identified below for the policy period(s) indicated. This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder named below other than those provided by the Policy(ies).

Notwithstanding any requirement, term or condition of any contract or any other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the Policy(ies) is subject to all the terms, conditions and exclusions of such Policy(ies). This certificate does not amend, extend or alter the coverage afforded by the Policy(ies). Limits shown are intended to address contractual obligations of the Named Insured.

Limits may have been reduced since Policy effective date(s) as a result of a claim or claims.

Certificate Holder: To Whom It May Concern	Named Insured and Address: Advanis Inc. Suite 1600 Sunlife Place 10123 -99 Street Edmonton, AB T5J 3H1 Rachelle Beger
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Type(s) of Insurance	Insurer(s)	Policy Number(s)	Effective/ Expiry Dates	Sums Insured Or Limits of Liability	
PROPERTY ALL RISKS • "All Risks" Property Insurance • Property of Every Description • Includes Boiler and Machinery	Zurich Insurance Company	E000124	Sep 15, 2007 to Sep 15, 2008	Total Value Insured	CDN 1,770,000
PROFESSIONAL LIABILITY • Claims Made Policy • Errors & Omissions Liability Multimedia Coverage, Occurrence Basis	Continental Casualty Company (37%) XL Reinsurance America Inc. (25%) Temple Insurance Company (23%) Aviva Insurance Company of Canada (7.5%) Lloyd's of London (7.5%)	TIP35E-SRD-04-MM	May 25, 2007 to May 25, 2008	Aggregate	CDN 1,000,000
				Any One Claim	CDN 1,000,000
COMMERCIAL GENERAL LIABILITY • Inclusive Limits Bodily Injury and Property Damage Liability. • Tenants Legal Liability, All Risks	Zurich Insurance Company	E000124	Sep 15, 2007 to Sep 15, 2008	Each Occurrence	CDN 5,000,000
				Aggregate with respect to Products & Completed Operations	CDN 5,000,000
				Per Occurrence	CDN 250,000 With respect to Tenants Legal Liability

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Certificate of Insurance

No. SUNLI-2007-2

Dated: September 13, 2007

This document supersedes any certificate previously issued under this number

Notice of cancellation:

Should any of the policies described herein be cancelled before the expiration date thereof, the insurer(s) affording coverage will endeavour to mail 30 days written notice to the certificate holder named herein, but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer(s) affording coverage, their agents or representatives, or the issuer of this certificate.

Marsh Canada Limited

2260, 10180 - 101 Street

Edmonton, AB T5J 3S4

Telephone: 780-917-4850

Fax: 780-429-1422

debrah.bateman@marsh.com

Marsh Canada Limited

By:



Debrah Bateman