

**This is Exhibit "I"
to the Affidavit of
Jonathan William Kiska
sworn before me at Ottawa,
in the Province of Ontario, this 27th
day of July, 2017.**



A Commissioner, etc.

CONTRACT SERVICES AGREEMENT

made the 20 day of February 2015

between "Deirdre Moore"

hereinafter referred to as "Contractor"

and

Carleton University

hereinafter referred to as "University"

and collectively known as "Parties"

Whereby the Contractor will provide services to the University as a Financial Administrator for the TIM Program hereby agrees to the terms and conditions set forth in this agreement:

1. Scope of Work, Services & Fees

- 1.1. The Contractor shall perform the services/tasks ("Services") detailed in Appendix "A" attached hereto and forming part hereof ("Work").
- 1.2. The term of this contract will be from March 1 2015 until February 28 2016. These dates and the duration of the contract may be varied by written agreement between the Parties. The term of this contract includes a 3 month probationary period.
- 1.3. University will pay the Contractor the fees and expenses determined to be due to the Contractor in accordance with Appendix "A" attached hereto and forming part hereof. In no event shall the university be liable to pay any fees in excess of the limitations stated in Clause 1.4.
- 1.4. The University's total financial obligation under this contract to the Contractor is limited to \$41,998.32 plus 4% vacation pay which said amount shall not be exceeded without the written authorization of the University. Additional hours may be required

during peak periods, working additional hours will be agreed upon by both parties in advance.

2. Ownership of Intellectual Property

- 2.1. Intellectual property may include but is not limited to: technical information, copyrights, models, patterns, drawings, specifications, prototypes, etcetera.
- 2.2. Any deliverables or intellectual property arising from the Work detailed in Appendix "A" will be owned the University.

3. Confidentiality

- 3.1. Contractor and University may disclose confidential information between each other to facilitate work under this Agreement. Contractor and University agree not to share any confidential information with any third party except by mutual agreement in writing.
- 3.2. Unless otherwise agreed to in writing, the terms and conditions of this Agreement are confidential.
- 3.3. The obligation to keep confidential however shall not apply to information which:
 - is already known to the party to which it is disclosed ;
 - becomes part of the public domain without breach of this agreement;
 - is obtained from third parties which have no obligation to keep confidential to the contracting parties;
 - is disclosed under operation of law.

4. Equipment

- 4.1. Any equipment or materials or services purchased by the Contractor as part of the project shall remain the property of the Contractor, unless otherwise specified.

5. Amendments to Agreement

- 5.1. The terms herein stipulated may not be modified in any way except by mutual agreement in writing.

6. Assignment

- 6.1. No right or obligation related to this Agreement shall be assigned by either party except by mutual agreement in writing.
- 6.2. The Contractor shall not subcontract any work to be performed except as specifically set forth in this Agreement without the prior written permission of University.

Remuneration

Remuneration for this contract will be:

Item	Unit	\$ per unit	# of units	Max amount
Financial and metric reporting and management for all TIM research funds	Hour	\$38.46 +4%	1092; 21 hours per week	41,998.32 + 4%= \$43, 678.25
			Total (max)	41,998.32 + 4%= \$43, 678.25

Additional hours of work may be required during peak periods. Prior to the additional hours required, they will be agreed upon by both parties in advance.

Reasonable expenses (travel, parking etc) are permitted under this contract and will be reclaimed monthly on the regular invoice.

Location

The Work will be undertaken at Carleton University, St. Patrick's Building

Date & Duration

1 March 2015 until 28 February 2016

Appendix "A"

Work Statement

Title

Objectives:

The objectives are:

- Ensure that satisfactory progress is made for all programs, projects and initiatives, and that these are fully carried through to completion as per grant requirements.
- Ensure that expenditures for all grant funded or other initiatives are properly and transparently managed and administered to the highest levels of integrity.
- Ensure reports are completed and delivered to relevant parties on a timely basis.
- Working collaboratively with the Program Administrator for the TIM Program as well as Research Accounting and others as needed.

Deliverables:

The deliverables of this contract are:

- Reviews financial activities regularly to ensure that expenditures and revenues are per agency guidelines/contracts. Maintains proper documentations to support all expenses, advances and revenues.
- Ensure that the University has an accurate record of the activity that it has undertaken.
- Maintaining and managing, in conjunction with Research Accounting, all funds and expenses.
- Prepare various financial and metrics reports as required to be reviewed by the TIM administration.
- Other duties as assigned.

Contractor will report approximately each week on activity undertaken and progress made towards the objective of increasing the overall recruitment level. The Contractor will take instruction from the Director of the TIM Program to refine the activities and goals for this assignment by mutual agreement.

There are no set work hours for this contract.

7. Termination

7.1. This Agreement may be terminated

7.1.1. by the University or by Contractor with fourteen (14) days written notice for any reason after the mandatory probation period. During the three month probation period, the contract may be terminated without notice by the University.

7.1.2. by Contractor if circumstances beyond the Contractor's control preclude continuation of the Work, upon fourteen (14) days written notice. Upon termination, the Contractor will be reimbursed for all costs and non-cancellable commitments incurred in the performance of the Work, such reimbursement not to exceed the total estimated project cost specified in Clause 1.4.

8. Notices

8.1. Notices under this Agreement shall be sent by registered mail, return receipt requested or delivered by hand, return receipt requested to the following address of either party unless changed by written notice.

Contractor:

Deirdre Moore

1244 Lampman Cres.
Ottawa, ON
K2C 1P8

University:

Tony Bailetti
Director, Technology Innovation Management Program
Room 310, St. Patrick's Building
Carleton University
1125 Colonel By Drive
Ottawa, ON
K1S 5B6

9. Force Majeure

9.1. No party to this agreement shall be liable to the others for any failure or delay in performance by circumstances beyond its control, including but not limited to, acts of God, fire, labour difficulties or governmental action.

10. Entire Agreement

10.1. This Agreement shall supersede all documents or agreements, whether written or verbal, in respect of the subject matter thereof.

11. Legal Jurisdiction

- 11.1. This contract shall be governed by and construed in accordance with the laws in force in the Province of Ontario.

In witness whereof the parties hereto have signed as of the start date shown in Clause 1.2 above.

For Deirdre Moore:

Name: Deirdre Moore

Signature: Deirdre Moore

Title: Financial Administrator, Technology Innovation Management

Date: 17 March 2015

For Carleton University:

Name: Emily Byron, on behalf of Tony Bailetti

Signature: Emily Byron

Title: Administrator, Technology Innovation Management

MAR 16 2015

Date: _____