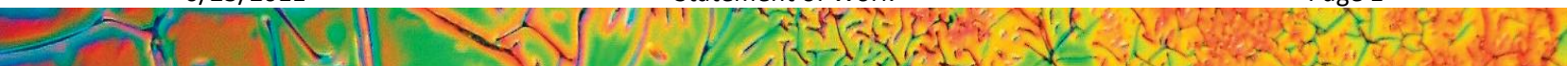




TOXIKON CORPORATION
Statement of Work

Version 2.0
January 18, 2011



This document shall serve as Statement of Work No. 1 dated _____ to that certain Contract Documents (itemized below) by and between Toxikon Corporation. ("Toxikon") and Sponsor company ("Sponsor"), which Agreements are hereby incorporated by reference.

Contract Documents

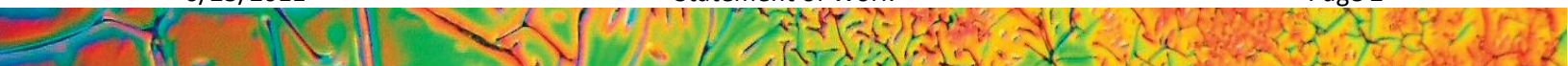
Document Type	Yes	No	If Yes, Effective Date	Expiration Date
Master Laboratory Service Agreement(MSA)				
Approved Quotation				
Confidentiality Agreement (NDA/CDA)				
Protocol Number (s)			N/A	N/A
Test Article Information Provided				
Testing Methodology Provided				

1. Services.

From time to time, as requested by Sponsor, Toxikon will perform any one or more laboratory studies in accordance with a protocol to be approved and/or provided by Sponsor, which protocol may be amended from time to time at the mutual agreement of the parties. Company shall submit a draft report (only as requested) and a final report upon completion of each study.

Any and all requests for Services hereunder are subject to the following conditions:

- A. Requests for each Service will be made by Sponsor in writing (via fax or electronically).
- B. Upon each request for Services, Toxikon will provide a written proposal to Sponsor identifying (i) the Services and (ii) the cost to perform such Services ("Proposal"). Any legal terms and conditions contained in such Proposal shall be binding and adhere to the conditions of all documents, without legal effect to the extent they conflict with, or are in addition to the terms and conditions contained in this Statement of Work or the Agreement.
- C. Any and all Proposals must be mutually agreed upon in writing and in advance of Toxikon's performance of the Services identified in that Proposal.



2. Materials or Confidential Information.

Sponsor will provide sufficient quantities of Materials and such Confidential Information as is necessary to enable the performance of Services. Toxikon will not engage in any activities involving the Confidential Information or Materials except as specifically set forth in the Agreement and this Statement of Work.

Compensation

Sponsor will compensate Company on a study-by-study basis based upon the amounts set forth in the contract documents and as indicated below. Any amount in excess of the budget set forth in the contract documents will be executed through change orders by Toxikon with Sponsor or vice versa, and will be required to be in writing in advance of any change. GLP studies require all protocol amendment and deviation reports (PADRS) be completed in advance of planned changes.

Schedule of Rates

Services identified in a particular contract document will be completed in accordance with the estimated timeframes identified in the documents. This Statement of Work shall terminate upon the completion of the last Service requested hereunder unless terminated earlier in accordance with the Agreement.

<i>Item description</i>	<i>Delivery schedule (Business days)</i>	<i>Cost (estimate)</i>

Payment Terms

As stated on Toxikon quotation.

Purchase Orders

A purchase order ("PO") is required for each study. All invoices will include the Sponsor PO number(s) and Toxikon and/or Sponsor study number to ensure prompt payment.

Reporting Compliance

Sponsor will pay all remaining invoices upon completion and delivery of the Services, receipt of draft/final report, within forty-five (45) days of its receipt of such detailed invoice (s), provided that such invoices have been submitted to the Sponsor (See important regulatory notes below regarding reporting of data).

Toxikon is routinely audited by numerous federal, state, and local regulatory authorities.

In order for Toxikon to maintain full compliance and to protect the interests of our Sponsors regarding data integrity and compliance, the following procedures continue to be in effect at Toxikon.

- Draft reports must be finalized on Toxikon's master schedule on a timely basis. Draft reports that are open for extended periods of time are being viewed negatively during regulatory inspections, and questioned more frequently. Therefore, your draft report will be watermarked with draft status, including a 45 day expiration date within the watermark. The final invoice will be issued with all drafts with a 45 day payment term due (which is the same time frame allowed for draft comments to finalize the report).
- If Toxikon does not receive comments back from Sponsors prior to the 45 day expiration date, we will automatically finalize the report and send it to you. After that period, if changes are requested, any reports will be processed as amended reports, and invoiced for additional handling per the terms outlined in this SOW. If modifications to the draft report are requested, a second draft will be issued for approval. The issuing of the second document does not re-set the expiration date of the original draft and it is expected that the second draft be approved by the Sponsor within 5 business days. Should additional changes be requested of the second draft, additional fees will apply.
- All technical changes to reports will be processed through the appropriate Study Director, and QAU will review draft comments. No regulatory or quality system wording or changes may be made by Sponsors to reports unless specifically approved by Toxikon's Regulatory Group. In addition, Toxikon's Management by regulation does not sign off on protocols or final reports, and does not sign or certify GLP or Non-GLP reports under any circumstances.

Please contact Regulatory Affairs with any additional questions regarding your draft report.

Time and Materials

Any additional time or materials required for this project, other than change orders executed per the quotation provisions will be billed on a time and materials basis. This applies to scientific or regulatory consulting, program design and other non-core activities by the project. Time and materials quotations will be provided as required and appended to this SOW, where applicable.

Invoices may be sent to Sponsor in any one of the following manner:

Via mail:

<i>Sponsor Address</i>		
Street		
City	State	Zip Code
Country		

Attention: *Accounts Payable*

Via email (word or .pdf format acceptable):

Via fax:

Sponsor's Accounts Payable fax no. _____

Checks shall be made payable to: *Toxikon Corporation*

Checks to be mailed to: Toxikon Corporation
15 Wiggins Avenue
Bedford, MA 01730
Tax ID #: 042772180

Acceptance and authorization

The terms and conditions of the Contract Documents referenced in this Statement of Work apply in full to the services and products provided under this Statement of Work.

IN WITNESS WHEREOF, the parties hereto each acting with proper authority have executed this Statement of Work, under seal.

Toxikon Corporation

Full name

Title

Signature

Date

Sponsor's Name

[Sponsor's name]

Full name

Title

Signature

Date

Test Material Fact Sheet

Test and/or Control Article Identification:
(circle one)

Lot/Batch/CAS #:

Quantity Submitted:

Physical Description:

Storage Requirements:

Expiration Date:

Certificate of Analysis:

Stability:

Control Article: (Same information required as provided above/Attach separate fact sheet and COA)

If the testing is requested to be conducted in accordance with Good Laboratory Practice regulations the test article (s) and the control article (s) must be characterized in regard to the stability and identity, strength, purity, composition or other characteristics to define the test and control article (s). In addition, the test article and control article preparations must be analyzed to determine their stability, and their uniformity (as applicable), or concentration. Toxikon Corporation **will not perform** any of these services on the test article or test article dosing preparation unless specifically contracted to do so. The negative and positive control articles that may be utilized as part of the study design are characterized as per the Certificate (s) of Analysis on file with Toxikon Corporation from the manufacturer or vendor or otherwise determined.

If the Sponsor has not performed the above characterizations on the test article and/or test article dose preparation verification, these items will be listed as exceptions on the GLP Quality Assurance Statement on the report. To facilitate proper incorporation and reporting of this data whenever required, Toxikon should be provided the required analytical data, or should be contracted to conduct these analyses for the Sponsor. Failure to provide for analytical data may delay the scheduled laboratory start date and may affect regulatory compliance of the study, since the Study Director will have to draw study summary conclusions in the absence of this data per GLPs.

By submitting to Toxikon Corporation a completed copy of this SOW and a signed copy of the Protocol (s), it is understood that the Sponsor assumes responsibility for the completeness and advisability of the Study contract documentation. Services to be provided shall in all respects and be subject to and governed by the **TERMS AND CONDITIONS** of Toxikon Corporation contract documents agreed to by the Sponsor incorporated by reference herein.

Sponsor Signature: _____ Date: _____

TOXIKON CORPORATION		
My dated signature below attests to a review of the information that has been provided by the Sponsor		
Signature Toxikon Study Director:	Date:	
Print Name Toxikon Study Director:		
Toxikon Project #:	Toxikon Initial:	Date:

