

**AMENDEMENT - EXECUTIVE EMPLOYMENT AGREEMENT**

**THIS AMENDMENT** is effective as of **November 15, 2021** (the "**Amendment Date**")

BETWEEN:

**THE BOARD OF GOVERNORS OF ATHABASCA UNIVERSITY**  
(hereinafter called the "**Board**" or the "**University**")

-and-

**PROFESSOR PETER SCOTT** (hereinafter referred to as the "**Executive**")  
(each a "**Party**" and collectively, the "**Parties**")

**WHEREAS** the Executive and the Board entered into an Executive Employment Agreement on June 25, 2021 which set forth the rights and obligations of each of them with respect to the Executive's appointment with the University;

**AMENDMENTS**

The Executive and the Board agree to amend Article 2.5 of the June 25, 2021 Executive Employment Agreement with the below Article 2.5 (additions indicated in bold font) and (deletions indicated with strikethroughs), and further agree that said amendments as articulated below form part of the rights and obligations of the Executive Employment Agreement, effective November 15, 2021 :

**Term**

2.5 This Agreement shall continue to be for a fixed five (5) year term, which commenced on ~~November 1, 2021~~ **January 4, 2022** and shall end on ~~October 31, 2026~~ **January 3, 2027** (the "**Expiration Date**"), unless terminated earlier in accordance with the terms of this Agreement. The Term shall automatically expire on the Expiration Date, at which time the University will have no further obligations to the Executive other than for unpaid Base Salary, any applicable Administrative Leave, and accrued vacation pay properly owing to the Executive up to and including the Expiration Date, and other than as provided by this Agreement.

Except as set forth in this Amendment effective November 15, 2021, all other terms, conditions and considerations of the Executive Employment Agreement executed on June 25, 2021, remain unchanged and shall continue in full force and effect. If there is a conflict between this amendment and the Agreement, or any earlier amendment, this amendment shall prevail.

**Execution in Counterpart**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original and both of which together shall constitute one and the same instrument. To evidence its execution of an original counterpart of this Agreement, a Party may send a copy of its original signature on the execution page hereof to the other Party by facsimile or other electronic transmission and such transmission shall constitute delivery of an executed copy of this Agreement to the receiving Party.

**IN WITNESS WHEREOF** the Parties have executed this Agreement effective as of the Effective Date.

**THE BOARD OF GOVERNORS OF ATHABASCA  
UNIVERSITY**

Per: **NANCY LAIRD**  
\_\_\_\_\_  
**CHAIR, BOARD OF GOVERNORS**

\_\_\_\_\_  
**WITNESS**

\_\_\_\_\_  
**PROFESSOR PETER SCOTT**

## EXECUTIVE EMPLOYMENT AGREEMENT

**THIS AGREEMENT** is effective as of **June 25, 2021** (the "**Effective Date**")

BETWEEN:

**THE BOARD OF GOVERNORS OF ATHABASCA UNIVERSITY**  
(hereinafter called the "**Board**" or the "**University**")

-and-

**PROFESSOR PETER SCOTT** (hereinafter referred to as the "**Executive**")

(each a "**Party**" and collectively, the "**Parties**")

**WHEREAS** the Board, in accordance with the powers vested in it pursuant to the *Post-secondary Learning Act* (Alberta), wishes to appoint the Executive as President of Athabasca University and the Executive wishes to accept the appointment pursuant to the terms of this agreement;

**AND WHEREAS** the University is bound by certain obligations and restrictions pursuant to the provisions of, among other legislation, the *Reform of Agencies, Boards and Commissions Compensation Act* (Alberta), the *Reform of Agencies, Boards and Commissions (Post-secondary Institutions) Compensation Regulation* (Alberta), the *Salary Restraint Regulation*, and the applicable Guidelines thereunder;

**AND WHEREAS** the Executive and the Board now wish to enter into this Agreement to set forth the rights and obligations of each of them with respect to the Executive's appointment with the University;

**AND WHEREAS** the Executive is not a Canadian citizen, and therefore the University will be required to apply for a Labour Market Impact Assessment, and the Executive will be required to obtain a work permit and such other documents that will allow him to lawfully work in Canada.

**NOW THEREFORE** in consideration of the covenants and agreements herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, the Executive and the Board hereby agree as follows:

### ARTICLE 1: DEFINITIONS

1.1 In this Agreement, the following terms shall have the following meanings:

- (a) "**Administrative Leave**" means an entitlement to a period of temporary leave from a job assignment with pay and certain benefits intact, as per the terms of the Agreement;
- (b) "**Agreement**" means this executive employment agreement and any schedules attached hereto;
- (c) "**Base Salary**" means the annual base salary set out in Section 3.1;

- (d) **"Confidential Information"** means any information of a confidential nature which relates to the University, including but not limited to, trade secrets, technical information, patents, marketing strategies, sales and pricing policies, financial information, business, marketing or technical plans, programs, methods, techniques, concepts, formulas, documentation, intellectual property, research, software, industrial designs, products, technical studies and data, strategic studies, client and supplier lists, shareholder data and student and personnel information. Notwithstanding the foregoing, Confidential Information shall not include any information which:
- (i) was in the possession of or known to the Executive, without any obligation to keep it confidential, before it was disclosed to the Executive by the University;
  - (ii) is or becomes public knowledge through no action of the Executive;
  - (iii) was independently developed by the Executive outside the scope of the Executive's employment duties to the University;
  - (iv) was disclosed by the University to another person or entity without any restriction on its use or disclosure, or
  - (v) is or becomes lawfully available to the Executive from a source other than the University;
- (e) **"Continuous Service"** means employment without any interruption in service of more than thirty (30) days, which is inclusive of previous service with the University and other Public Agency in Alberta (if applicable), provided that the Executive was not provided with any severance, termination or separation pay in respect of that previous employment;
- (f) **"Department"** means a department of the Government or of the public service of Alberta established under the *Government Organization Act* (Alberta), a part of the public service of Alberta that is designated as a department by the Lieutenant Governor in Council for the purposes of the *Public Service Act* (Alberta), and any part of the public service of Alberta, but does not include an Office of the Legislature;
- (g) **"Health Benefits"** means group insurance coverage, which includes Extended Health Care, Dental Care, Group Life Insurance, Accidental Death and Dismemberment Insurance, Long-term Disability, Accidental Death and Dismemberment Insurance, Optional Life Insurance, Health Spending Account, and Employee and Family Assistance Plan;
- (h) **"Just Cause"** means any matter that would constitute just cause for termination from employment at common law;
- (i) **"Public Agency"** means a public agency to which the *Alberta Public Agencies Governance Act* applies;
- (j) **"Severance Payment"** has the meaning set out in Section 6.2;
- (k) **"Severance Period"** means the period starting the day after the Termination Date and ending after the number of weeks for which the Severance Payment is payable as set out in Section 6.2;
- (l) **"Term"** has the meaning set out in Section 2.5;

- (m) "**Termination Date**" means the last day actively worked by the Executive under this Agreement as President and does not include any period of statutory, contractual or reasonable notice of termination of employment or any period of salary continuance or deemed employment, whether pursuant to this Agreement or at law.

## **ARTICLE 2: EMPLOYMENT AND TERM**

### **Condition Precedent**

- 2.1 The Executive agrees and acknowledges that this Agreement shall be binding on the Executive upon the Executive's signing of this Agreement, and that the terms and conditions of this Agreement shall take effect upon the occurrence of the following conditions precedent to the Agreement:
- (a) The Executive has obtained a Canadian Work Permit or other approvals required to work in Canada;
  - (b) The Executive obtains any appropriate Visas or other approvals required to travel to Canada and meets the requirements for entry into Canada as specified in any Government of Canada travel restriction in place at the time.

For clarity, the Executive shall not be appointed as President and will have no entitlements under the Agreement if the foregoing conditions precedent are not met.

### **Employment**

- 2.2 Subject to the terms and conditions hereof, including the conditions precedent (above), the Board appoints the Executive as President of the University and the Executive agrees to render services to the University in this capacity.
- 2.3 Subject to the terms and conditions hereof, and subject to the outcome of the process undertaken by the Tenure Review Committee for senior executives, the Executive shall also hold an appointment as a Professor in the Faculty of Humanities and Social Sciences with the University, provided however that so long as the Executive continues to hold the office of President, the Executive shall not be entitled to any compensation, benefits or rights under any applicable Collective Agreement or otherwise, nor be expected to perform any duties, with respect to the appointment as a Professor. For clarity, if the Executive is not successfully appointed to a position at the University as a tenured Professor, then he shall not be entitled to any compensation, benefits or rights of any kind related to such a position.
- 2.4 Provided that the Executive has been appointed as a Professor in accordance with the applicable process, at the expiry of the Executive's employment as President, or upon termination with or without just cause, or upon the Executive's resignation, the Executive shall forthwith commence duties as a Professor with tenure, at the University. Remuneration for the Executive in these circumstances will be commensurate with his qualifications and experience, to be negotiated between the Executive and the Board (subject to the provisions of any applicable Collective Agreement), except that if not otherwise agreed the Executive's salary and other entitlements shall be determined in accordance with the Collective Agreement and salary schedule in force as of **November 1, 2021** plus the value of each annual adjustment and deemed increment awarded during the Term of this Agreement.

## Term

- 2.5 This Agreement shall continue to be for a fixed five (5) year term, which commenced on **November 1, 2021** and shall end on **October 31, 2026** (the "**Expiration Date**"), unless terminated earlier in accordance with the terms of this Agreement. The Term shall automatically expire on the Expiration Date, at which time the University will have no further obligations to the Executive other than for unpaid Base Salary, any applicable Administrative Leave, and accrued vacation pay properly owing to the Executive up to and including the Expiration Date, and other than as provided by this Agreement.

### Notice for Negotiation

- 2.6 The Executive will advise the Board at least eighteen (18) months in advance of the Expiration Date of whether he is interested in being considered for reappointment.
- 2.7 The Board will advise the Executive at least twelve (12) months in advance of the Expiration Date of whether the Board intends to consider the Executive for reappointment for a second term. If the Board decides that the Executive is to be considered for reappointment the process for considering reappointment will be subject to the University's Policies and Procedures, including the [Advisory Committee for the Reappointment of President Policy](#), as may be amended from time to time. In the event that the Parties successfully negotiate and execute a mutually agreed-upon agreement, which complies with all applicable laws, the Executive's appointment as President shall be governed by the terms and conditions of the new agreement upon the expiry of the Term. For clarity, regardless of whether the Parties successfully negotiate and execute a new agreement, this Agreement shall automatically expire on the Expiration Date.

## ARTICLE 3: COMPENSATION AND BENEFITS

### Base Salary

- 3.1 During the Term of this Agreement, the University will pay the Executive an annual salary of Three Hundred Five Thousand Canadian Dollars (\$305,000.00), less any withholdings required by applicable law (the "**Base Salary**"). The Base Salary shall be payable in accordance with the University's payroll practices and procedures and is subject to review and adjustment during the Term, at the discretion of the Board, and in a manner that is compliant with all applicable policies, procedures, legislation, regulations, amendments, directives and guidelines.

### Health Benefits

- 3.2 The Executive shall be entitled to participate in the Health Benefits, which are made available by the University to executive staff. All Health Benefits provided by the University to the Executive shall be done in accordance with the formal plan documents or policies, and any issues with respect to entitlement or payment of Health Benefits shall be governed by the terms of such documents or policies establishing the benefit in issue. The University reserves the right to change, substitute and delete benefits from time to time, so long as such change, substitution or deletion does not materially or detrimentally affect any right, protection or benefit to which the Executive is entitled, and that any resulting benefit shall be substantially similar to the benefits to which the Executive is entitled hereunder.

### Administrative Leave

- 3.3 The Executive shall accrue 10.4 weeks of Administrative Leave per completed year of service as President, to a maximum of 52 weeks' accrued Administrative Leave under this Agreement.
- 3.4 In the event that the Executive elects to maintain a faculty position following the expiration of the Term, the accrued Administrative Leave will be offered to the Executive upon the Expiration Date.

Payment of the Base Salary during the Administrative Leave shall be in accordance with the Executive's entitlement to Base Salary immediately prior to the Expiration Date. The Executive shall also continue to receive Health Benefits, pension entitlements in accordance with Section 3.7 and vacation entitlements in accordance with Section 3.8 during the Administrative Leave.

- 3.5 The Executive shall forfeit any and all Administrative Leave accrued under this Agreement if any one of the following events occur:
- (a) the Executive does not assume a faculty position following the expiration of the Term, subject to the Parties entering into a new agreement governing the appointment of the Executive of the University for a new term, in which case any Administrative Leave accrued under this Agreement may be postponed and offered to the Executive upon the expiration of the new agreement;
  - (b) the Executive's appointment as President under this Agreement is terminated during the Term by the University for Just Cause; or
  - (c) the Executive resigns from his appointment as President under this Agreement during the Term.
- 3.6 In the event that the Executive's appointment as President under this Agreement is terminated during the Term without Just Cause, the Executive shall be provided with payment in lieu of Administrative Leave accrued up to and including the Termination Date, in accordance with Sections 6.2 and 6.3 of this Agreement. The Executive shall also have the option to retain a faculty position and resume active duties with regard to same.

#### **Pensions**

- 3.7 The Executive shall be entitled to participate in the Universities Academic Pension Plan on the terms and conditions specified in the Universities Academic Pension Plan (Alberta) ("**UAPP**"), as amended from time to time, and shall receive payment in lieu of a Supplemental Pension Benefit ("**SRB**"). The total value of these benefits provided to the Executive shall be no greater than the maximum contribution rate allowed under the *Income Tax Act* (Canada). For clarity, the value of these benefits is determined based on the cost of the University's contributions to UAPP and the amount of the SRB.

#### **Vacation**

- 3.8 The Executive shall immediately be vested with an entitlement to forty (40) days' paid vacation each calendar year. In scheduling vacation time, the Executive will have regard to the University's operations and the reasonable direction of the Board. In the event of a discrepancy, the Board shall choose when vacation days are to be taken after reasonably considering and attempting to accommodate the Executive's preferences. Vacation days accrued but not used by December 31<sup>st</sup> in a calendar year shall be paid out rather than carried forward to the next calendar year unless prior approval to do so is obtained from the Board or Board designate.

#### **General Leave Days and Leaves of Absence**

- 3.9 The Executive shall be eligible for general leave days and leaves of absence in accordance with the *Reform of Agencies, Boards and Commissions (Post-secondary Institutions) Compensation Regulation*, its Guidelines or as may be established, amended or replaced by the Minister from time to time, and the University's applicable policies and procedures for non-bargaining unit employees, as may be established, created or amended from time to time by the University at its sole discretion.

### **Automobile and Parking**

- 3.10 The University will pay to the Executive a monthly vehicle allowance in the gross amount of five hundred dollars (\$500.00), less withholdings required by law.
- 3.11 The University shall provide the Executive with parking at the Executive's primary work location.

### **Reimbursement of Expenses**

- 3.12 The University shall reimburse the Executive for travel and other expenses actually and reasonably incurred in the performance of the Executive's duties on behalf of the University in accordance with the Government of Alberta's Travel, Meal and Hospitality Expenses Policy.

### **Relocation Expenses**

- 3.13 The University requires that the Executive relocate to a location within or near the Calgary or Edmonton metropolitan regions. Provided that the Executive relocates to one of these locations, the University will reimburse the Executive for reasonable expenses associated with such relocation, as determined by the University, in accordance with the University's own policies and procedures, as amended from time to time at the Board's sole discretion.
- (a) In no circumstances shall the reimbursement be greater than what is set out in the *Public Service Relocation and Employment Expenses Regulation* (Alberta).

### **Indemnity**

- 3.14 Subject to Section 3.15, the University shall defend, indemnify and save harmless the Executive from and against all losses, damages, liabilities, fines, penalties, costs and expenses arising from any demand, claim, action, proceeding or order whatsoever (hereinafter called a "**Claim**") made or brought against the Executive directly or indirectly, to the extent that such Claim related to or arises as a result of or in connection with the Executive's performance of his obligations under this Agreement, except to the extent that such Claims result from the Executive's gross negligence and/or wilful misconduct. The provisions of this Section shall survive the termination or expiration of this Agreement.
- 3.15 The University agrees to indemnify and save the Executive harmless from and against all demands, Claims, costs, charges and expenses, including any amount paid to settle an action or satisfy a judgment, reasonably incurred by the Executive in respect of any civil, criminal or administrative action or proceeding to which the Executive is made a party by reason of being or having been the President of the University if:
- (a) the Executive acted honestly and in good faith with a view to the best interests of the University; and
- (b) in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, the Executive had reasonable grounds for believing that the Executive's conduct was lawful.

The provisions of this Section shall survive the termination or expiration of this Agreement.

### **Taxes and Withholdings**

- 3.16 Taxes or other amounts required by law to be deducted from any amount paid pursuant to the Agreement shall be withheld by the University and remitted on behalf of the Executive to the Canada Revenue Agency or the appropriate government entity.



### Compensation Frameworks

3.17 Should legislation be passed, come into force, proclaimed, amended, repealed, or otherwise changed such that a manner of:

- (a) additional annual salary;
- (b) additional vacation time;
- (c) any form of variable pay;
- (d) additional amount or form of benefits or expense reimbursements; or
- (e) any other greater form of compensation,

become permissible for which the Executive may be eligible, the University may, at its discretion and consistent with the extent of such permissibility, provide to the Executive that additional amount or form of compensation (as the case may be), whether in whole or in part based on a metric, formula, or discretionary factors.

Any payment of variable pay which becomes available and is paid will be not pensionable.

In no circumstance will the University provide to the Executive any form or manner of compensation prohibited by or in excess of what is allowed under any applicable compensation framework, including the *Reform of Agencies, Boards, and Commissions (Post-Secondary Institutions) Compensation Regulation*.

## ARTICLE 4: COVENANTS OF THE EXECUTIVE

### Time of Service

4.1 During the Term, the Executive shall devote the Executive's full time and attention to the University's business and affairs and shall use the Executive's best efforts to promote the interests of the University. During the Executive's appointment as President under this Agreement, the Executive shall not be involved in any other appointment, business, undertaking or employment (including self-employment), unless the Executive has complied with all requirements pursuant to the *Conflicts of Interest Act* (Alberta), as applicable and as amended from time to time.

### Duties and Responsibilities

4.2 The Executive shall faithfully and diligently perform such duties and exercise such powers related to the office of President in accordance with the *Post-secondary Learning Act* (Alberta) and as may be assigned or specified from time to time by the Board, so long as such duties and powers are as customarily done by a President in an educational institution of similar size and stature to the University. The Executive shall fulfill the accountabilities of the role of President to a high standard of professional competence.

4.3 The Board grants and delegates to the Executive all powers as are necessary and appropriate for the proper performance of his duties and obligations as President, as set out in the Position Profile for the President as amended from time to time at the Board's sole discretion. The Position Profile for the President is attached to this Agreement as **Appendix "A"**.

4.4 The Executive shall truly and faithfully account for and deliver to the University all money, securities and things of value belonging to the University, which the Executive may from time to time receive for, from, and on account of the University.

## Regulations and Policies

- 4.5 The Executive shall be bound by and shall faithfully observe all applicable laws and regulations (including but not limited to the *Conflicts of Interest Act* (Alberta)) and the rules, regulations and policies of the University as they may be amended or created from time to time, including but not limited to the [Code of Conduct for Members of the University Community](#).

## Conflicts of Interest

- 4.6 The Executive must conduct himself impartially at all times and avoid real and apparent conflicts of interest, and make all necessary and applicable disclosures mandated by the *Conflicts of Interest Act* (Alberta) as amended from time to time and as contained in the University's [Code of Conduct for Members of the University Community](#) as promulgated, and as amended from time to time.

## Reporting and Performance

- 4.7 The Executive reports directly to the Board, and the Executive's authority shall at all times remain subject to the authority of the Board.
- 4.8 Prior to the commencement of the Executive's employment under this Agreement, the Executive and the Board shall discuss priorities, goals and activities with regard to the President's performance in his role as President. Following their discussions, the Board shall, at its sole discretion, establish priorities, goals and activities by which to measure the Executive's performance (the "**Performance Targets**") and communicate them to the Executive. Prior to the end of each calendar year during the Term, the Board may amend the Performance Targets at its sole discretion. The Board shall communicate the Performance Targets to the Executive on an annual basis.
- 4.9 The establishment of Performance Targets and the review of the Executive's performance shall occur on an annual basis in accordance with the Annual Performance Review Policy as amended from time to time at the Board's sole discretion. The Annual Performance Review Policy is attached to this Agreement as **Appendix "B"**.

## Property Rights

- 4.10 The Executive acknowledges and confirms that the University shall be entitled to own and control all proprietary technology, and financial, operating, and training ideas, processes, and materials, including works of expression and all copyrights in such works, that are developed, created or conceived by the Executive during the course of this Agreement (collectively referred to as "**Contract Developments**"), to the extent that such Contract Developments relate to the University's current or potential business or undertakings or if such Contract Developments were in any part undertaken in connection with this Agreement or with the University supplied software or equipment or on the premises of the University or its customers or contractors. The Executive agrees that all copyrightable materials generated or developed under this Agreement, including computer programs and documentation, shall be owned exclusively by the University. Accordingly, the Executive hereby agrees to disclose, deliver, and assign all moral and legal rights associated with such patentable inventions, discoveries, and improvements, trade secrets, and all works subject to copyright, and further agrees to execute all documents, patent applications, and arrangements necessary to further document such ownership and/or assignment and to take whatever other steps may be needed to give the University the full benefit of them.
- 4.11 Upon the expiry of the Agreement or on termination otherwise of this Agreement, the Executive shall forthwith deliver or cause to be delivered to the University all books, documents, effects, money, securities or other property belonging to the University or for which the University is liable to others, which are in the possession, charge, control or custody of the Executive. The provisions of this Section shall survive the termination or expiration of this Agreement.

## **ARTICLE 5: CONFIDENTIALITY**

- 5.1 At all times during the Term of this Agreement and after the Termination Date the Executive will keep strictly confidential all Confidential Information and shall not disclose the Confidential Information to any unauthorized persons, except with the express consent of the Board, or otherwise as required by law. The provisions of this Article shall survive the termination or expiration of this Agreement.
- 5.2 The Executive recognizes and understands that in performing the Executive's duties and responsibilities as President of the University the Executive will occupy a position of trust and confidence and as a fiduciary, pursuant to which the Executive has and will develop and acquire wide experience and knowledge with respect to the business carried on by the University and the manner in which such business is conducted. It is the expressed intent and agreement of the Executive and of the University that such knowledge and experience shall be used solely and exclusively in the furtherance of the business interests of the University and not in any manner detrimental to the University. The Executive therefore agrees that, so long as the Executive is employed by the University pursuant to this Agreement, the Executive shall not engage in any practice or business that competes, directly or indirectly, with the business of the University. The Executive further agrees that the Executive's fiduciary duties shall survive the termination of the Executive's employment for any reason.
- 5.3 The Executive further acknowledges and agrees that the benefits and payments provided for pursuant to this Agreement constitute good, valuable and sufficient consideration for the Executive's agreement to the terms of this Agreement, including the restrictions set out in this Article 5. The Executive hereby freely agrees that all restrictions contained in this Article are reasonable, valid and necessary protections of the University's proprietary interests and hereby waives any and all defences to the strict enforcement thereof by the University.
- 5.4 The Parties acknowledge and agree that the University would suffer irreparable injury in the event of any breach by the Executive of the confidentiality obligations in this Article 5. Accordingly, the Executive hereby acknowledges and agrees that damages would be an inadequate remedy at law in connection with the breach and that the University is therefore entitled, in addition to any action for damages, to temporary and permanent injunctive relief enjoining and restraining the Executive from any such breach.

## **ARTICLE 6: TERMINATION**

### **Termination for Just Cause**

- 6.1 The University may immediately terminate this Agreement and the Executive's employment under this Agreement for Just Cause, without notice, pay, or any further obligation to the Executive except where otherwise stated in this Agreement and except for any accrued Base Salary, accrued Health Benefits and accrued vacation The University will provide the Executive with written notice of immediate termination , which notice shall set out the particulars of the Just Cause.

### **Termination without Just Cause**

- 6.2 The University may terminate the Executive's employment under this Agreement at any time during the Term without Just Cause. In the case of termination without Just Cause, the Executive will be entitled to the following Severance Payment:
- (a) The greater of: (i) twenty-six (26) weeks' Base Salary; or (ii) four (4) weeks' Base Salary per year of Continuous Service, to a maximum of fifty-two (52) weeks' Base Salary;

- (b) Payment in an amount equal to the cost to the University for four (4) weeks of Health Benefits per year of Continuous Service, to a maximum of 16% of the amount in Section 6.2(a); and
- (c) Payment in lieu of the Executive's Administrative Leave that has accrued to the Executive up to and including the Termination Date, to a maximum of fifty-two (52) weeks.

6.3 The Executive hereby acknowledges and agrees that should the Executive become employed with either the Alberta Crown or a Public Agency during the Severance Period, the Executive shall repay the University a portion of the Severance Payment equal to the amount of salary, before mandatory statutory deductions and Health Benefits, earned in respect of the Executive's new employment during the Severance Period, to the maximum of the full Severance Payment, before mandatory statutory deductions.

### **Resignation by the Executive**

6.4 The Executive may terminate this Agreement and the Executive's employment with the University by providing six (6) months' prior written notice to the University (the "**Resignation Notice Period**"). The Executive will receive the Executive's Base Salary, Health Benefits and other entitlements provided for in this Agreement during the Resignation Notice Period, but shall not be entitled to any of the payments provided by Section 6.2. Upon receipt of such notice of resignation from the Executive, the University may either require the Executive to continue to perform the Executive's duties until the end of the Resignation Notice Period, or the University may in its sole discretion terminate the Executive at any time after receipt of the notice, without additional compensation or obligation to the Executive, except for the amount of Base Salary which otherwise would have been payable to the Executive through the remainder of the Resignation Notice Period

### **Other Termination**

- 6.5 This agreement, the Executive's employment and all obligations of the Board will also cease upon:
- (a) the Executive's death;
  - (b) the Executive's permanent incapacity for the position of President, as determined by the Board following consultation with a duly qualified physician selected by the Board;
  - (c) dissolution of the University;
  - (d) frustration of the employment relationship, or;
  - (e) mutual agreement in writing.

## **ARTICLE 7: PRIVACY**

7.1 The Executive acknowledges and agrees that the Executive will take all necessary steps to protect and maintain personal information of the employees, students or consultants of the University obtained in the course of the Executive's employment with the University. The Executive shall at all times comply, and shall assist the University to comply, with all applicable privacy laws.

- 7.2 The Executive acknowledges and agrees that the disclosure of the Executive's personal information may be required as part of: (i) the ongoing operation of the University, (ii) as required by law or regulatory agencies, (iii) for the purposes of requesting for approval of a policy; (iv) as part of the University's audit process, (v) as part of a potential business or commercial transaction, or (vi) as part of the University's management of the employment relationship (together, the "**Personal Information Disclosure**"), and the Executive hereby grants consent as may be required by applicable privacy laws to the Personal Information Disclosure.

## **ARTICLE 8: GENERAL**

### **Fair and Reasonable**

- 8.1 The Parties confirm that the notice and pay in lieu of notice provisions contained in this Agreement are fair and reasonable and the Parties agree that upon any termination by the Board pursuant to Section 6.2 and 6.3, or upon any termination affected by the Executive pursuant to Section 6.4, the Executive, except in respect of amounts payable in respect of termination as herein set forth, shall have no action, cause of action, Claim or demand against the University based upon the termination and severance provisions herein

### **Sections and Headings**

- 8.2 The division of this Agreement into Articles and Sections and the insertion of headings are for the convenience of reference only and shall not affect the construction or interpretation of the Agreement. The term "this Agreement" and similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof and include any agreement or instrument supplemental or ancillary hereto, Unless something in the subject matter or context is inconsistent herewith, references herein to Articles and Sections are to Articles and Sections in this Agreement.
- 8.3 In this Agreement, words importing the singular number only shall include the plural and vice versa and words importing the masculine gender shall include the feminine and vice versa and words importing persons shall include individuals, partnerships, associations, trusts, unincorporated organizations and corporations and vice versa.

### **Entire Agreement**

- 8.4 This Agreement and any other agreements expressly incorporated by reference herein, constitute the entire agreement between the Parties with respect to the subject matter hereof, and supersede and replace any and all prior agreements, undertakings, representations or negotiations pertaining to the subject matter of this Agreement. The Parties agree that they have not relied upon any verbal statements, representations, warranties or undertakings in order to enter into this Agreement.
- 8.5 The terms of this Agreement shall supersede the terms of any other agreement, plan, policy or practice of the University where such other plans, policies or practices differ from the terms of this Agreement. To the extent such plans, policies or practices are not amended by this Agreement, the terms of such plans, policies and practices shall apply to the Executive's employment with the University. If this Agreement conflicts with any entitlement under any other agreement, plan, policy or practice of the University, or the Indemnity, then the provisions of this Agreement will govern.

### **Benefit of Agreement**

8.6 This Agreement shall ensure to the benefit of and be binding upon the heirs, executors, administrators and legal personal representatives of the Executive and the successors and assigns of the University, respectively. The obligation of the Board to make any payment to the Executive pursuant to this Agreement shall not be affected by, and the amount of such payment shall not be reduced by virtue of the death of the Executive in which event the amounts payable shall be paid to the Executive's spouse or legal representative. In the event of the death of the Executive, the University owes to the Executive's estate or beneficiary everything earned up to the time of death. The event of death terminates this Agreement.

### **Modification and Waivers**

8.7 This Agreement may not be modified in any respect except in writing duly executed by the Parties, and no modification or amendment of any term, provision, or condition of this Agreement will be binding or enforced unless executed in writing by them.

8.8 No waiver of this Agreement shall be binding unless it is in writing signed by the Parties hereto. No waiver of a breach hereof shall be deemed to constitute a waiver of a future breach, whether of a similar or dissimilar nature.

### **Severability**

8.9 If any provision of this Agreement is determined to be invalid and unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provisions or part thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and effect.

### **Assignment**

8.10 Neither this Agreement nor the rights or obligations hereunder may be assigned by either Party.

### **Notices**

8.11 Any demand, notice or other communication ("**Notice**") to be given in connection with this Agreement will be given in writing by personal delivery, by registered mail or by facsimile addressed to the recipient as follows:

To the Executive:

**Professor Peter Scott**  
(Alberta residence to be inserted when determined)

To the University:

The Governors of Athabasca University  
Athabasca University  
1 University Drive  
Athabasca, AB T9S 3A3  
Attention: University Secretary

or such other address as may be designated by Notice given by either Party to the other. Any Notice given by personal delivery will be conclusively deemed to have been given on the day of actual delivery, and, if given by registered mail, on the third day, other than a Saturday, Sunday or statutory holiday in the Province of Alberta, following the deposit in the mail and, if sent by facsimile or email, on the day of transmittal.

**Governing Law**

8.12 This Agreement will be governed in accordance with the laws of the Province of Alberta.

**Provisions that Operate Following Termination**

8.14 Notwithstanding the termination of the appointment of the Executive for any reason whatsoever and with or without Just Cause, or as at the expiration of the Term, the provisions of Article 5 and Sections 3.14, 3.15, 4.11, and 7.2 shall continue in full force and effect.

**Independent Legal Advice**

8.15 The Executive acknowledges that the Executive has had the time and opportunity to obtain independent legal advice with respect to the execution of this Agreement, and that the Executive has read, understands and agrees with all of the terms and conditions contained in this Agreement.

**Execution in Counterpart**

8.16 This Agreement may be executed in counterparts, each of which shall be deemed to be an original and both of which together shall constitute one and the same instrument. To evidence its execution of an original counterpart of this Agreement, a Party may send a copy of its original signature on the execution page hereof to the other Party by facsimile or other electronic transmission and such transmission shall constitute delivery of an executed copy of this Agreement to the receiving Party.

**IN WITNESS WHEREOF** the Parties have executed this Agreement effective as of the Effective Date.

**THE BOARD OF GOVERNORS OF ATHABASCA UNIVERSITY**

Per: **NANCY LAIRD**  
\_\_\_\_\_  
**CHAIR, BOARD OF GOVERNORS**

\_\_\_\_\_  
**WITNESS**

\_\_\_\_\_  
**PROFESSOR PETER SCOTT**