

CONFIDENTIAL

THIS AGREEMENT entered into this 30th day of May, 2014

BETWEEN

THE UNIVERSITY OF NEW BRUNSWICK, a body
Corporate by virtue of the University of New
Brunswick Act, Chapter 40 of the Acts of New
Brunswick, 1984, hereinafter referred to as "the
University",

OF THE FIRST PART;

-and-

Dr. H.E.A. (Eddy) Campbell of the city of Fredericton
And Province of New Brunswick; Academician and
University Administrator, hereinafter referred to as
"the Candidate",

OF THE SECOND PART.

WHEREAS by virtue of an Order-in-Council by the Lieutenant-Governor in Council,
Dated the 20 of June 2013, the Candidate has been re-appointed President and Vice-
Chancellor of the University;

AND WHEREAS the parties are desirous of providing for the terms of engagement of
the Candidate as hereinafter set forth;

NOW THEREFORE THIS AGREEMENT WITNESSETH that for and in consideration
of the mutual covenants and agreements herein contained, it is agreed by and between the
parties hereto as follows:

1. Effective Date

- 1.01. While this agreement takes effect, i.e. is enforceable, as of the date of
execution, the individual terms and conditions herein are not applicable or
in force until or unless the candidate commences his second term as of
July 1, 2014;
- 1.02. The Candidate shall commence his second term as President and Vice-
Chancellor of the University on the 1st day of July, 2014.

2. Term

- 2.01. The Candidate shall hold the office of President and Vice-Chancellor for a term of five (5) years, which shall expire on the 30th day of June, 2019 subject however to the provisions of this agreement and the University of New Brunswick Act and amendments thereto.

3. Reappointment

- 3.01. The Candidate shall be eligible for reappointment to the Office of President for an additional term not to exceed five (5) years, subject to the provisions of this Agreement and the University of New Brunswick Act and amendments there to. The Candidate shall indicated in writing to the Chair of the Board his intention to seek reappointment, or not, by November 15, 2017;
- 3.02. Subject to the Candidate's intention pursuant to paragraph 3.01, the University agrees to initiate, no later than February 2018, an end-of-term review leading to the possible reappointment of the Candidate or to the appointment of another person to the Office of President;
- 3.03. An end-of-term review of the Candidate's performance as President shall be conducted in accordance with procedures established by the University;
- 3.04. The review shall be completed, and the report of the Review Committee and its recommendation concerning possible reappointment shall be given to the Candidate by May 31, 2018;
- 3.05. The Candidate shall indicate in writing to the Chair of the Joint Review Committee his decision to offer for reappointment, or not, within 14 calendar days of receipt of the report identified in paragraph 3.04;
- 3.06. Subject to the Candidate's decision pursuant to paragraph 3.05, a recommendation concerning reappointment and the report from the Review Committee shall be presented for approval through the mandated UNB process by June 30, 2018;
- 3.07. The decision pursuant to paragraph 3.06 shall be communicated in writing to the Candidate no later than June 30, 2018.

4. Remuneration

4.01. The salary of the Candidate, effective July 1, 2014, shall be in the gross annual amount of \$376,471 (plus any economic adjustment for members of the Executive Compensation group as approved by the Board Executive Compensation Committee for effect July 1, 2014) payable in equal, bi-weekly installments, less all applicable tax withholdings and other statutory deductions and in accord with the normal practice then prevailing at the University.

4.02. The salary hereinabove set forth shall be adjusted annually, with effect from each subsequent July 1st, by the amount of the Economic Adjustment (EA) approved by the Executive Compensation Committee of the Board of Governors for members of the Executive Compensation group. In addition and subject to satisfactory performance, the salary also will be adjusted by two percent (2%) annually with effect from each subsequent July 1st.

5. Devote Full Time to Position

5.01. The Candidate shall devote his full time to the position of President and carry out the duties and responsibilities as prescribed by the University of New Brunswick Act, subject to paragraphs 5.02, 5.03, 5.04 and 6.02 hereof;

5.02. The Candidate acknowledges that participation in external directorships which may be offered to him during his term as President shall require the approval of the Chair of the Board of Governors, who shall consider the time commitment involved and whether such directorships are in the interest of the University. The Candidate recognizes that his commitments to the University must take priority over any external commitments;

5.03. The Candidate will disclose to the Chair of the Board any remuneration received in relation to his service on external boards;

5.04. Subject to the approval of the Chair of the Board, the Candidate may maintain involvement in external paid consultancies as identified in writing to the Chair at the time the Candidate commences the term of appointment.

6. Rank of Professor with Tenure

6.01. The Candidate shall hold the rank of Professor with tenure at the University, and also, for the calculation of his academic seniority, full credit shall be given for twenty-six years as a faculty member at Memorial and Queen's universities, and additional credit shall be given for his years as President of the University.

- 6.02. Notwithstanding paragraph 5.01 above, the Candidate, during this term or any term of reappointment, as President, may be involved in such teaching or research activities as are not inconsistent with the performance of his duties as President;
- 6.03. At such time as the Candidate ceases to hold the Office of President he may assume the position of full-time professor with tenure at the University. His salary and other entitlements shall be at the top of the professorial scale as determined in accordance with the relevant provisions of any collective agreement which is in force at that time, provided that for any period of administrative leave the salary shall be determined solely in accordance with paragraph 14.01 and the Candidate shall not be entitled to any additional salary from the University during such leave.

7. Research Support

- 7.01 The Candidate, during this term or any term of reappointment, as President, shall receive an annual research grant of \$12,000 to support the actual costs of the Candidate's ongoing research and scholarship. Expenditures from this grant shall be subject to applicable University policy on administration of research accounts. Any unspent portion of this grant may be carried forward from year to year and may be spent during an administrative leave;
- 7.02 The Candidate, during this term or any term of reappointment, as President, annually shall be entitled to access University funding to support the engagement of a post-doctoral fellow, research associate or research scientist. Access to University funding to support the engagement of a post-doctoral fellow, research associate or research scientist shall not be provided during any period of administrative leave;
- 7.03 The base funding pursuant to 7.02 for the period July 1, 2014 to June 30, 2015 shall be a maximum of to be allocated at the discretion of the Candidate to salary (including fringe benefits) and non-salary expenses as deemed appropriate. Fringe benefits are normally charged by the University at a rate of 21.25% for full-time and 7.21% for part-time as amended annually by the University as part of the budget. The base funding available for allocation to such salary (including fringe benefits) and non-salary expenses related to this position shall increase on July 1 of each successive year by any economic adjustment approved for the Administrative Professional and Technical employee group for that year.

8. Official Car

- 8.01 The University shall provide the Candidate with a suitable car for his use. The vehicle shall be registered in the name of the University which shall maintain insurance coverage thereon as well as bearing all repair and maintenance expenses. The University shall pay reasonable operating expenses as required for the candidate to carry out his duties;
- 8.02 The Candidate understands that the provision of the vehicle constitutes a taxable benefit pursuant to the provisions of the Income Tax Act;
- 8.03 Upon the Candidate leaving office, he shall have the option of purchasing the vehicle, at the depreciated book value.

9. Official Residence

- 9.01 The University shall provide the Candidate with use of the University's official residence during the term of the Agreement. Such residence shall be of a standard in general accordance with the office and duties of the President of the University. The Candidate may, when he deems it expedient, use the official residence for entertaining and hosting his friends and associates of the University;
- 9.02 The University's official residence shall be provided with a stove, microwave, convection oven, refrigerator, freezer, clothes washer, clothes dryer, dishwasher, telephone and fax machine, heat, lights, building and ground maintenance and such other household utilities, fixtures and furnishings as may be approved by the Chair of the Board of Governors;
- 9.03 The University agrees that if the Candidate uses personal belongings in the official residence, the University will provide protection through an insurance plan in the event that such belongings are damaged or lost during his term as President;
- 9.04 The University's obligations with respect to the official residence shall be strictly limited to the provisions set out in paragraphs 9.01 to 9.03 inclusive;

9.05 The Candidate understands that the provision of the official residence, as set out in paragraphs 9.01 to 9.03 inclusive, constitutes a taxable benefit pursuant to the provisions of the Income Tax Act. The annual reported taxable benefit shall reflect the fact that the President uses the residence from time to time for official University functions. The taxable benefit is adjusted (increased) each year based on the year-over-year increase in the CPI (Canada, shelter).

10. Expenses

10.01 The Candidate shall be entitled to an expense account to cover reasonable travelling, entertainment and other expenses incurred by him in connection with his duties as President. Reasonable expenses shall include business class travel where the Candidate is travelling distances greater than fifteen hundred (1500) kilometers or where business travel has been specifically approved by the Chair of the Board of Governors. The University shall pay the reasonable travelling expenses of the Candidate's spouse where his spouse accompanies him to a function related to his duties as President, subject to approval by the Chair of the Board. Such expenses shall be reimbursed at cost. Expense claims shall be properly documented, and where possible, supported by vouchers, invoices and receipts. Expense budgets shall be subject to review and approval each year as part of the University's operating budget. The expenses incurred shall be subject to periodic approval by the Chair of the Board of Governors and/or from time to time, review by the Audit Committee of the Board of Governors;

10.02 The University shall not be responsible for payment of club memberships or professional fees. The Chair of the Board may approve payment of membership or professional fees for the Candidate where membership in such club or organization is judged by the Chair to be in the interest of the University.

11. Office, Equipment and Services

11.01 The University shall provide to the Candidate an office, support staff, and appropriate equipment and services necessary to the discharge of his duties as President. Funding for equipment and services will be provided through the annual University operating budget as approved by the Board of Governors. Equipment and services may include a computer, software, cell phone and cell phone service plan, high speed internet connections at the Candidate's place of residence and when traveling, and similar equipment and services related to the performance of the Candidate's duties as President.

- 11.02 Upon the expiry of the term of the Candidate as President or on other termination of the appointment, the Candidate 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 Candidate.

12. Vacation

- 12.01 The Candidate shall be entitled to a total of six (6) weeks vacation with pay per year. Vacation time may be accrued and carried forward to a maximum of ten (10) days of entitlement per year unless the Chair of the Board approves the carry forward of additional entitlement greater than ten (10) days. Unused accrued vacation time shall not be used to extend the period of Administrative Leave as provided for in paragraph 14.01. There shall be no payment at any time in lieu of unused vacation entitlement or accrued vacation.
- 12.02 In recognition that there is no break in service as President between his first and second terms, in the first six months of this contract being July 1, 2014-December 31, 2014, the Candidate is entitled to an additional one-time extended vacation of six additional weeks.

13. Pension and Benefit Plans

- 13.01(a) The Candidate shall participate in the Shared Risk Plan for Academic Employees of the University of New Brunswick and shall accumulate pensionable service thereunder for his years in office as President of the University of New Brunswick and for any subsequent years of service as a faculty member;
- 13.01 (b) In addition, the Candidate shall, for his years of service as an Executive at the University of New Brunswick (including any time on Administrative Leave following service as an Executive), participate in the Supplementary Executive Retirement Plan that has been established and approved by the Executive Compensation Committee of the Board of Governors.

13.02(a) Except as may be otherwise expressly agreed herein, the Candidate as an employee shall participate in the following plans of the University:

- (i) Long-term disability insurance;
- (ii) Supplementary health insurance;
- (iii) Dental insurance;
- (iv) Group life and family protection insurance;

13.02(b) The Candidate shall, at his option, be entitled to participate in the following optional group benefit plans:

- (i) Accidental death and dismemberment insurance;
- (ii) Group life and dependant insurance;

13.03 The Candidate shall make the usual employee contributions toward the cost of the plans in 13.01 (a) and (b) and 13.02 (a) and (b);

13.04 The Candidate shall be eligible for the following non-contributory benefits as defined by University policy:

- (i) Short-term sick leave plan;
- (ii) Reduced tuition benefits for dependants;
- (iii) Retirement allowance;
- (iv) Employee assistance program.

14. Administrative Leave

14.01 Upon completion of his term as President, the Candidate shall be entitled to take an administrative leave. In accordance with his initial contract as President dated 24 June 2009, the Candidate is entitled to one (1) year paid administrative leave for service as President from September 1, 2009 to June 30, 2014. After serving the full second term as President, the Candidate shall be entitled to one (1) year paid administrative leave in addition to the year of leave for previous service. Paid administrative leave provided for in paragraph 14.01 shall be considered to be part of the Candidate's relevant period of service as President for the purpose of the supplemental pension plan provided for in paragraph 13.01. Should the Candidate not complete the full second term as President, the administrative leave entitlement shall be pro-rated at the rate of 2.4 months for each year served as President. Such administrative leave normally will not be deferred and any deferral must be approved in writing by the Chair of the Board.

- 14.02 During the period of administrative leave the Candidate's remuneration will be at the rate of remuneration for the position of the President during the final year of his term under this agreement, payable in the normal bi-weekly manner over the period of such leave;
- 14.03 There will be no conditions on activities during the administrative leave and the University shall have no obligation to pay additional salary for any activities undertaken by the Candidate during such leave;
- 14.04 Access to University funding to support the engagement of a post-doctoral fellow, research associate or research scientist shall not be provided during the period of administrative leave;
- 14.05 Where such administrative leave is taken prior to retirement:
i) the period involved shall be counted in the calculation of pension entitlement, but not in the calculation of vacation, normal sabbatical or similar entitlements;
ii) coverage shall continue under University benefit plans identified in Article 13 in which the Candidate is enrolled;
- 14.06 The Candidate shall not be required to return to university service upon completion of such administrative leave;
- 14.07 Prior to commencing any term of reappointment subsequent to this agreement, there shall be no administrative leave between the end of this agreement and the reappointment, nor shall the length of the leave period be increased by acceptance or completion of a further term or part thereof unless explicitly agreed to in writing by the University at the time of any reappointment;
- 14.08 In the event of the Candidate's death, any unused administrative leave entitlement shall have no cash value to his estate.

15. Review of Performance

- 15.01 The Candidate shall be accountable to the Chair of the Board. The Candidate shall meet with the Chair of the Board regularly, or at the Chair's request to discuss matters which the parties consider to be relevant to the management of the University and the President's role and performance. The Candidate shall meet with the Chair of the Board of Governors yearly to review his contribution as President of the University and to discuss any issues which the parties consider to be relevant to such review. This shall include the establishment of Annual Performance Targets for the President, review of all directorships and external undertakings, and a written performance review by the Chair;
- 15.02 The parties recognize and agree that the Board, at its discretion, may conduct a detailed mid-term review of the Candidate's performance after a minimum of two year (2) years from the date of re-appointment. Such review will be pursuant to the policies approved by the Board of Governors, will be conducted by a Board Committee and will involve the solicitation of opinions from relevant stakeholders.

16. Termination of Appointment as President

16.01 Termination Without Cause

- 16.01(a) In the event that the Candidate desires to terminate his appointment as President prior to the expiry of the term herein, he shall provide the University with six (6) months' written notice;
- 16.01(b) In the event that the University decides to terminate the appointment of the Candidate as President prior to the expiry of the term of appointment, and without cause, the University agrees to provide the Candidate with twelve (12) months' written notice, or, in lieu of notice, payment of twelve (12) months' salary. In the event of such termination, the Candidate shall retain entitlement to pension pursuant to paragraphs 13.01 (a) and (b) of this contract and to administrative leave pursuant to paragraphs 14.01 to 14.06 inclusive;

16.01(c) In the event of termination without cause with twelve (12) months' written notice, the Candidate shall retain all other entitlements provided for under this contract; in the event of termination without cause with payment in lieu of notice, the Candidate shall retain all other entitlements provided for under this contract with the exception of: access to funding pursuant to paragraph 7.02; the official car (paragraph 8.01); the official residence (paragraphs 9.01 to 9.04 inclusive); expenses (paragraphs 10.01 and 10.02); office, equipment and supplies (paragraph 11); participating in benefit plans identified in 13.02 (a) and (b) in which the Candidate was not participating at the time of termination; and , non-contributory benefits identified in paragraph 13.04, clauses (i) and (ii) of which the Candidate was not in receipt at the time of termination; and benefits identified in paragraphs 13.02 (a) through 13.04 in which the Candidate was not enrolled prior to termination;

16.01(d) Payment in lieu of notice may be made in a lump sum or in equal bi-weekly installments as the Candidate chooses but shall be deemed to be paid over a period of twelve (12) months. Any earned administrative leave shall occur subsequent to the deemed period of notice;

16.02 Termination for Just Cause

16.02(a) The Board may initiate proceedings for immediate dismissal for just cause of the Candidate from the Presidential post without further pay.

The proceedings shall include:

- i) written notice to the Candidate of a hearing providing him with full particulars of the allegations against him;
- ii) a hearing before a committee appointed by the Board at which the Candidate shall have the opportunity to make a defense to the allegations and to be represented by counsel;
- iii) a report and recommendations to the full Board, and consideration of termination for cause provided that the Board first considers all other options including progressive discipline; nothing in this clause shall be construed to require the Board to agree to progressive discipline or to give to an arbitrator any power to require progressive discipline nor to reinstate pursuant to paragraph 18.01;

16.02(b) Should the Candidate be dismissed as President for just cause, this Agreement shall be terminated, and the University shall thereupon be relieved from any further obligations hereunder, except as provided for in paragraph 16.03;

16.03 Termination By Mutual Agreement (Resignation or Otherwise)

16.03(a) It is understood that, in extraordinary circumstances and where it is in the best interests of both the University and the Candidate, the parties may agree to an early termination, by resignation or otherwise, of the Candidate's appointment. Such an agreement will be acknowledged in writing by both parties at the time. In these circumstances (only) and upon provision of the Candidate's letter of resignation (or as otherwise agreed), the University will provide the Candidate with the same separation pay and benefits provided under clauses 16.01(b), (c) and (d) as though it were a termination without cause.

16.04 The termination of the Candidate's appointment as President whether without cause, by mutual agreement or for just cause shall not affect his appointment as Professor with tenure pursuant to paragraphs 6.01 to 6.03 inclusive. For any periods of notice in lieu or deemed notice in lieu, the salary shall be determined solely in accordance with paragraph 16.01(b), and the Candidate shall not be entitled to any additional salary from the University during such leave. The Candidate shall in all cases be entitled to his administrative leave earned under any prior Agreement and the pro-rated share of his administrative leave earned under this Agreement prior to termination for just cause.

16.05 Upon termination of the Candidate's appointment as President whether without cause, by mutual agreement or for just cause, the terms and conditions for employment of any post-doctoral fellow, research associate or research scientist engaged pursuant to paragraphs 7.02 and 7.03 will be as set out in the relevant letter of employment most recently provided to the post-doctoral fellow, research associate or research scientist.

17. Relocation Expenses

17.01 The University shall pay reasonable moving costs for the Candidate to relocate from the official residence to another location elsewhere in Canada upon the completion of his full term of appointment, including any term of reappointment, in accordance with University policy in place at that time.

18. Legal and Financial Fees

- 18.01 The University shall contribute up to Three Thousand Dollars (\$3,000.00) one-time for reasonable receipted legal fees for the Candidate to engage legal counsel for advice on this employment contract;
- 18.02 The University shall reimburse the Candidate to a maximum of Thousand Dollars (\$2,000) each year for fees paid for professional financial services and advice which the Candidate deems necessary to obtain for such purposes as financial planning, investment counseling, and assisting with preparation of Income Tax Returns. Claims for such reimbursement shall be properly documented, and supported by vouchers, invoices and receipts as appropriate.

19. Arbitration

- 19.01 Any disagreement arising between the parties as to interpretation of this Agreement which the parties cannot resolve shall be resolved under the Arbitration Act, S.N.B., 1992, c.A-10.1;
- 19.02 Without limiting the generality of 18.01, nothing contained in this agreement shall preclude or limit the rights of the Candidate to seek further redress or to recover damages through the judicial process solely with respect to wrongful dismissal as President.

20. Captions

- 20.01 The captions appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit or construe or describe the scope of intent of the sections of this Agreement nor in any way affect this Agreement.

21. Hold Harmless

- 21.01 The Candidate and his heirs, executors, administrators and estate shall at all times be indemnified and held harmless by the University against all costs, charges and expenses which he or they may sustain or incur in connection with any action, claim, suit or proceeding brought in respect of any act, deed, matter or thing done or permitted by him in or about the execution of his duties as President, or alleged so to be, except as such costs, charges and expenses which arose out of arbitration proceedings pursuant to this Agreement, or as are occasioned by his own willful default or neglect.

22. Confidentiality

- 22.01 The Candidate shall not, either during the term of this Agreement or at any time thereafter, disclose any information related to the private or confidential affairs of the University or relating to any secrets of the University, to any person other than for the University's purposes and shall not, either during the term of this Agreement or at any time thereafter, use for his own purposes, or for any purposes other than those of the University, any such information or secrets he may acquire in relation to the business of the University. The obligations of this Section shall not apply to any information, affairs or secrets which are or may become part of the public domain or which may be required to be disclosed by law.

23. Sole Agreement

- 23.01 This Agreement constitutes the sole agreement remaining in effect between the Parties and, apart from this Agreement, all other agreements, whether written or oral, express or implied, which may have existed between the Parties are hereby superseded and terminated. As such, the Parties agree that upon execution of this Agreement by each of them, it shall have an Effective Date of July 1, 2014.

24. Governing Law

- 24.01 This Agreement shall be construed in accordance with the laws of the Province of New Brunswick.

25. Notices

- 25.01 Any demand, notice or other communication (in this Section referred to as Communication) to be made or given in connection with this Agreement shall be made or given in writing and may be made or given by personal delivery or by registered mail addressed to the recipient as follows:

Dr. H.E.A. (Eddy) Campbell:
238 Waterloo Row
Fredericton, New Brunswick
E3B 1Z3

To the University:
Chair of the Board
c/o University Secretary
Sir Howard Douglas Hall, Room 110
P.O. Box 4400
Fredericton, NB
E3B 5A3

26. Disclosure/Deductions

- 26.01 Any monies or benefits paid under the provision of this Agreement are subject to disclosure, reporting and deductions at source as are required by law.

27. Time of the Essence

- 27.01 Time shall be of the essence of this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals in the City of Fredericton, New Brunswick on this 30th day of May, 2014.

THE UNIVERSITY OF NEW BRUNSWICK

PER: _____
Chair, Board of Governors
(seal)

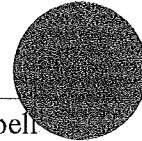
SIGNED, SEALED AND DELIVERED)

In the presence of:)

)

Witness)

Dr. H.E.A. (Eddy) Campbell
(seal)



CONFIDENTIAL

THIS AGREEMENT entered into this 24th day of June, 2009

BETWEEN

UNIVERSITY OF NEW BRUNSWICK, a body
corporate by virtue of the University of New
Brunswick Act, Chapter 40 of the Acts of New
Brunswick, 1984, hereinafter referred to as "the
University",

OF THE FIRST PART;

- and -

Dr. H. E. A. (Eddy) Campbell of the city of Saint John's
and Province of Newfoundland; Academician and
University Administrator, hereinafter referred to as "the
Candidate",

OF THE SECOND PART.

WHEREAS by virtue of an Order-in-Council by the Lieutenant-Governor in Council,
dated the 19th day of March 2009, the Candidate has been appointed President and
Vice- Chancellor of the University;

AND WHEREAS the parties are desirous of providing for the terms of
engagement of the Candidate as hereinafter set forth;

NOW THEREFORE THIS AGREEMENT WITNESSETH that for and in
consideration of the mutual covenants and agreements herein contained, it is agreed by
and between the parties hereto as follows:

1. Effective Date

- 1.01 This agreement takes effect as of the date of execution hereof;
- 1.02 The Candidate shall commence his initial term as President and Vice-Chancellor of the University on the 1st day of September, 2009.

2. Term

- 2.01 The Candidate shall hold the office of President and Vice-Chancellor for a term of four (4) years and ten (10) months, which term shall expire on the 30th day of June, 2014 subject however to the provisions of this agreement and the University of New Brunswick Act and amendments thereto.

3. Reappointment

- 3.01 The Candidate shall be eligible for reappointment to the Office of President for an additional term not to exceed five (5) years, subject to the provisions of this Agreement and the University of New Brunswick Act and amendments thereto. The Candidate shall indicate in writing to the Chair of the Board his intention to seek reappointment, or not, by December 31, 2012;
- 3.02 Subject to the Candidate's intention pursuant to paragraph 3.01, the University agrees to initiate, no later than February 2013, an end-of-term review leading to the possible reappointment of the Candidate or to the appointment of another person to the Office of President;
- 3.03 An end-of-term review of the Candidate's performance as President shall be conducted in accordance with procedures established by the University;

3. Reappointment (cont'd)

- 3.04 This review shall be completed, and the report of the Review Committee and its recommendation concerning possible reappointment shall be given to the Candidate by May 31, 2013;
- 3.05 The Candidate shall indicate in writing to the Chair of the Joint Review Committee his decision to offer for reappointment, or not, within 14 calendar days of receipt of the report identified in paragraph 3.04;
- 3.06 Subject to the Candidate's decision pursuant to paragraph 3.05, a recommendation concerning reappointment and the report from the Review Committee shall be presented for approval through the mandated UNB process by June 30, 2013;
- 3.07 The decision pursuant to paragraph 3.06 shall be communicated in writing to the Candidate no later than June 30, 2013.

4. Remuneration

- 4.01 The initial base salary of the Candidate shall be in the gross annual amount of Three Hundred and Twenty Thousand Dollars (\$320,000).
payable in equal, bi-weekly instalments, subject to those deductions required by law and in accord with the normal practice then prevailing at the University;
- 4.02 The initial base salary hereinabove set forth shall be subject to annual review by the Executive Compensation Committee of the Board of Governors with the initial review being made for implementation of any adjustment that may be approved as a result of the initial review with effect from July 1, 2010.

5. Devote Full Time to Position

5.01 The Candidate shall devote his full time to the position of President and carry out the duties and responsibilities as prescribed by the University of New Brunswick Act, subject to paragraphs 5.02, 5.03, 5.04 and 6.02 hereof;

5.02 The University agrees that the Candidate may maintain directorships on the following boards:

Mathematics of Information Technology and Complex Systems (MITACS)
Natural Sciences and Engineering Research Council
Atlantic Association of Universities
Atlantic Provinces Economic Council

However, the Candidate recognizes that his commitments to the University must take priority over any external personal commitments;

5.03 The Candidate acknowledges that any further directorships which may be offered to him during his term as President shall require the approval of the Chair of the Board of Governors;

5.04 Subject to the approval of the Chair of the Board, the Candidate may maintain involvement in off-campus research as identified in writing to the Chair at the time the Candidate commences the term of appointment.

6. Rank of Professor With Tenure

6.01 The Candidate shall hold the rank of Professor with tenure at the University, and also, for the calculation of his academic seniority, full credit shall be given for twenty-six years as a faculty member at Memorial and Queen's universities, and additional credit shall be given for his years as President of the University;

6. Rank of Professor With Tenure (cont'd)

6.02 Notwithstanding paragraph 5.01 above, the Candidate, during this term or any term of reappointment, as President, may be involved in such teaching or research activities as are consistent with the performance of his duties as President;

6.03 At such time as the Candidate ceases to hold the Office of President, and has not reached the normal age of retirement, he may resume the position of full-time professor with tenure at the University. His salary and other entitlements in that position shall be determined in accordance with the relevant provisions of any collective agreement which is in force at that time for a professor at his rank and seniority, provided that for any period of administrative leave the salary shall be determined solely in accordance with paragraph 14.01 and the candidate shall not be entitled to any additional salary from the University during such leave.

7. Research Support

7.01 The Candidate, during this term or any term of reappointment, as President, shall receive an annual research grant of \$10,000 to support the actual costs of the Candidate's ongoing research and scholarship. Expenditures from this grant shall be subject to applicable University policy on administration of research accounts. Any unspent portion of this grant may be carried forward from year to year;

7.02 The Candidate, during this term or any term of reappointment, as President, annually shall be entitled to access University funding to support the engagement of a post-doctoral fellow or research associate;

7. Research Support (cont'd)

7.03 The initial amount of base funding pursuant to 7.02 for the period September 1, 2009 to August 31, 2010 shall be a maximum of _____ and this base amount shall increase on September 1 of each successive year by the same percentage as any economic adjustment approved for the Administrative, Professional and Technical employee group for that year.

8. Official Car

8.01 The University shall provide the Candidate with a suitable car for his use. The vehicle shall be registered in the name of the University which shall maintain insurance coverage thereon as well as bearing all repair and maintenance expenses. The University shall pay reasonable operating expenses as required for the candidate to carry out his duties;

8.02 The Candidate understands that the provision of the vehicle constitutes a taxable benefit pursuant to the provisions of the Income Tax Act;

8.03 Upon the Candidate leaving office, he shall have the option of purchasing the vehicle, at the depreciated book value.

9. Official Residence

9.01 The University shall provide the Candidate with use of the University's official residence during the term of the Agreement. Such residence shall be of a standard in general accordance with the office and duties of the President of the University. The Candidate may, when he deems it expedient, use the official residence for entertaining and hosting friends and associates of the University;

9. Official Residence (cont'd)

- 9.02 The University's official residence shall be provided with a stove, microwave, convection oven, refrigerator, freezer, clothes washer, clothes dryer, dishwasher, telephone and fax machine, heat, lights, building and ground maintenance and such other household utilities, fixtures and furnishings as may be approved by the Chair of the Board of Governors;
- 9.03 The University agrees that if the Candidate uses personal belongings in the official residence, the University will provide protection through an insurance plan in the event that such belongings are damaged or lost during his term as President;
- 9.04 In the event that the University decides to establish an official residence in Saint John, the Candidate shall use such residence during his stays in Saint John and may use such residence for entertaining and hosting friends and associates of the University;
- 9.05 The University's obligations with respect to the official residence and a Saint John residence shall be strictly limited to the provisions set out in paragraphs 9.01 to 9.04 inclusive;
- 9.06 The Candidate understands that the provision of the official residence, as set out in paragraphs 9.01 to 9.03 inclusive, constitutes a taxable benefit pursuant to the provisions of the Income Tax Act. The annual reported taxable benefit shall reflect the fact that the President uses the residence from time to time for official University functions. The taxable benefit is adjusted (increased) each year based on the year-over-year increase in the CPI (Canada, shelter).

10. Expenses

10.01 The Candidate shall be entitled to an expense account to cover reasonable travelling, entertainment and other expenses incurred by him in connection with his duties as President. Reasonable expenses shall include business class travel where the Candidate is travelling distances greater than fifteen hundred (1500) kilometres or where business travel has been specifically approved by the Chair of the Board of Governors. The University shall pay the reasonable travelling expenses of the Candidate's spouse to a maximum of three occasions each year where his spouse accompanies him to a function related to his duties as President. Such expenses shall be reimbursed at cost. Expense claims shall be properly documented, and where possible, supported by vouchers, invoices and receipts. Expense budgets shall be subject to review and approval each year as part of the University's operating budget. The expenses incurred shall be subject to periodic approval by the Chair of the Board of Governors and/or from time to time, review by the Audit Committee of the Board of Governors;

10.02 The University shall not be responsible for payment of club memberships or professional fees, provided, however, that the University shall pay the annual fee for the Candidate to belong to:

the Fredericton Golf and Curling Club Inc;

The Chair of the Board of Governors may approve any additional membership or professional fee for the Candidate, where membership in such club or organization is judged by the Chair to be in the interest of the University.

11. Office, Equipment and Services

The University shall provide to the Candidate an office, support staff, and appropriate equipment and services necessary to the discharge of his duties as President. Funding for equipment and services will be provided through the annual University operating budget as approved by the Board of Governors. Equipment and services may include a computer, software, cell phone and cell phone service plan, high speed internet connections at the Candidate's place of residence and similar equipment and services related to the performance of the Candidate's duties as President.

12. Vacation

12.01 The Candidate shall be entitled to a total of six (6) weeks vacation with pay per year. Vacation time may be accrued and carried forward to a maximum of ten (10) days of entitlement per year unless the Chair of the Board approves the carry forward of additional entitlement greater than ten (10) days. Unused accrued vacation time shall not be used to extend the period of Administrative Leave as provided for in paragraph 14.01. There shall be no payment at any time in lieu of unused vacation entitlement or accrued vacation.

13. Pension and Benefit Plans

13.01(a) The Candidate shall participate in the University Pension Plan for Academic Employees, and shall accumulate pensionable service thereunder for his years in office as President of the University of New Brunswick;

13.01(b) In addition, the University shall provide to the Candidate supplemental pension benefits on the portion of annual income which exceeds the Canada Customs and Revenue Agency (CCRA) maximum on which the Candidate is permitted to make pension contributions. Such supplemental pension benefits shall be in accordance with a Supplemental Pension Plan approved by the Executive Compensation Committee of the Board of Governors and shall be calculated using the formula from the pension plan for academic employees, the applicable rates for the relevant period of service as President and the highest five-year average portion of earnings in excess of the effective CCRA limit during the years of pensionable service as President beginning September 1, 2009, less the amount of pension contributions that normally would have been payable by the candidate on the portion of earnings in excess of the effective CCRA limit had that limit not been in place;

13.02(a) Except as may be otherwise expressly agreed herein, the Candidate as an employee shall participate in the following plans of the University:

- (i) Long-term disability insurance;
- (ii) Supplementary health insurance;
- (iii) Dental insurance;
- (iv) Group life and family protection insurance;

13. Pension and Benefit Plans (cont'd)

13.02 (b) The Candidate shall, at his option, be entitled to participate in the following optional group benefit plans:

- (i) Accidental death and dismemberment insurance;
- (ii) Group life and dependant insurance;

13.03 The Candidate shall make the usual employee contributions toward the cost of the plans in 13.01 (a) and 13.02 (a) and (b);

13.04 The Candidate shall be eligible for the following non-contributory benefits as defined by University policy:

- (i) Short-term sick leave plan;
- (ii) Reduced tuition benefits for dependants;
- (iii) Retirement allowance;
- (iv) Employee assistance program.

14. Administrative Leave

14.01 After serving the full initial term as President, the Candidate shall become entitled to a one (1) year paid administrative leave which he shall be eligible to take at such time as he completes the full term of his appointment, including any term of reappointment, and steps down as President. Should the Candidate not complete the full initial term as President, the administrative leave entitlement shall be prorated at the rate of 1.5 months for each year served as President to a maximum of six months paid leave. Such administrative leave normally will not be deferred and any deferral must be approved in writing by the Chair of the Board;

14. Administrative Leave (cont'd)

- 14.02 During the period of administrative leave the Candidate's remuneration will be at the rate of remuneration for the position of President during the final year of his term, payable in the normal bi-weekly manner over the period of such leave;
- 14.03 There will be no conditions on activities during the administrative leave and the University shall have no obligation to pay additional salary for any activities undertaken by the Candidate during such leave;
- 14.04 Where such administrative leave is taken prior to retirement:
- i) the period involved shall be counted in the calculation of pension entitlement, but not in the calculation of vacation, normal sabbatical or similar entitlements;
 - ii) coverage shall continue under University benefit plans identified in Article 13 in which the Candidate is enrolled;
- 14.05 The Candidate shall not be required to return to university service upon completion of such administrative leave;
- 14.06 Prior to commencing any term of reappointment, there shall be no administrative leave between terms, nor shall the length of the leave period be increased by acceptance or completion of a further term or part thereof unless explicitly agreed to in writing by the University at the time of any reappointment;
- 14.07 In the event of the Candidate's death, any unused administrative leave entitlement shall have no cash value to his estate.

15. Review of Performance

15.01 The Candidate shall be accountable to the Chair of the Board. The Candidate shall meet with the Chair of the Board regularly, or at the Chair's request to discuss matters which the parties consider to be relevant to the management of the University and the President's role and performance. The Candidate shall meet with the Chair of the Board of Governors yearly to review his contribution as President of the University and to discuss any issues which the parties consider to be relevant to such review. This shall include the establishment of Annual Performance Targets for the President and a written performance review by the Chair;

15.02 The parties recognize and agree that the Board, at its discretion, may conduct a detailed mid-term review of the Candidate's performance after a minimum of two (2) years in office. Such review will be pursuant to the policies approved by the Board of Governors, will be conducted by a Board Committee and will involve the solicitation of opinions from all relevant stakeholders.

16. Termination of Appointment as President

16.01 Termination Without Cause

16.01 (a) In the event that the Candidate desires to terminate his appointment as President prior to the expiry of the term herein, he shall provide the University with six (6) months' written notice;

16.01 Termination Without Cause (cont'd)

16.01(b) In the event that the University decides to terminate the appointment of the Candidate as President prior to the expiry of the term of appointment, and without cause, the University agrees to provide the Candidate with twelve months' written notice, or, in lieu of notice, payment of twelve (12) months' salary. In the event of such termination the Candidate shall retain entitlement to pension pursuant to paragraphs 13.01 (a) and (b) of this contract and to administrative leave pursuant to paragraphs 14.01 to 14.06 inclusive;

16.01(c) In the event of termination without cause with twelve months' written notice, the Candidate shall retain all other entitlements provided for under this contract; in the event of termination without cause with payment in lieu of notice, the Candidate shall retain all other entitlements provided for under this contract with the exception of: access to funding pursuant to paragraph 7.02; the official car (paragraph 8.01); the official residence (paragraphs 9.01 to 9.04 inclusive; expenses (paragraphs 10.01 and 10.02); office, equipment and supplies (paragraph 11); participation in benefit plans identified in paragraphs 13.02(a) and 13.02 (b) in which the Candidate was not participating at the time of termination; and, non contributory benefits identified in paragraph 13.04, clauses (i) and (ii) of which the Candidate was not in receipt at the time of termination; and benefits identified in paragraphs 13.02(a) through 13.04 in which the Candidate was not enrolled prior to termination;

16.01 Termination Without Cause (cont'd)

16.01 (d) Payment in lieu of notice may be made in a lump sum or in equal bi-weekly installments as the Candidate chooses but shall be deemed to be paid over a period of twelve months. Any earned administrative leave shall occur subsequent to the deemed period of notice;

16.02 Termination for Just Cause

16.02 (a) The Board may initiate proceedings for immediate dismissal for cause of the Candidate from the Presidential post without further pay. Cause shall include any actions by the Candidate which cause damage or loss to the University or involve disreputable conduct by the Candidate. The proceedings shall include:

- i) written notice to the Candidate of a hearing providing him with full particulars of the allegations against him;
- ii) a hearing before a committee appointed by the Board at which the Candidate shall have the opportunity to make a defence to the allegations and to be represented by counsel;
- iii) a report and recommendation to the full Board, and consideration of termination for cause provided that the Board first considers all other options including progressive discipline; nothing in this clause shall be construed to require the Board to agree to progressive discipline or to give to an arbitrator any power to require progressive discipline pursuant to paragraph 19.01;

16.02 Termination for Just Cause (cont'd)

16.02 (b) Should the Candidate be dismissed as President for cause, this Agreement shall be terminated, and the University shall thereupon be relieved from any further obligations hereunder, except as provided for in paragraph 16.03;

16.03 The termination of the Candidate's appointment as President whether without cause or for just cause shall not affect his appointment as Professor with tenure pursuant to paragraphs 6.01 to 6.03 inclusive. For any periods of notice in lieu or deemed notice in lieu, the salary shall be determined solely in accordance with paragraph 16.01(b), and the Candidate shall not be entitled to any additional salary from the University during such period of notice in lieu or deemed notice in lieu. For any periods of administrative leave the salary shall be determined solely in accordance with paragraph 14.01 and the Candidate shall not be entitled to any additional salary from the University during such leave.

17. Relocation Expenses

Moving Expenses

17.01 The University shall reimburse the Candidate for the one-time reasonable and receipted moving expenses, including packing, insurance and storage, for transporting household, personal and professional goods from the Candidate's residence and office in St. John's to Fredericton;

17. Relocation Expenses (cont'd)

Related Expenses

17.02 The University will reimburse the Candidate for the following additional one-time expenses related to the relocation of the Candidate from St. John's to Fredericton, upon submission of receipts, expense claim forms and other supporting documents, subject to any specific stipulated limits, to a maximum of thirty-five thousand dollars(\$35,000) for all such expenses combined;

- a) Reasonable travelling and living expenses, including meals, lodging and vehicle expenses for the Candidate and members of his family in moving from St. John's to Fredericton;
- b) selling costs for the sale of the Candidate's residence in St. John's, including advertising, legal fees, real estate commission and mortgage discharge fees incurred on account of the sale, but not including expenses for work done to make the residence or property more saleable or any loss incurred on the sale;
- c) property taxes, insurance premiums, heating and utility costs for the Candidate's St. John's residence during any period that it is unoccupied prior to sale provided that it has been listed for sale with a professional real estate agent;

17.03 Eligibility for reimbursement of relocation expenses under paragraphs 17.01 and 17.02 will be effective for the first two (2) years of the Candidate's appointment, that is until August 31, 2011.

17.03 In addition the University will reimburse the Candidate for the transportation and accommodation costs of the Candidate and members of his family for one visit to Fredericton prior to August 31, 2009;

17.04 The University shall pay reasonable moving costs for the Candidate to relocate from the official residence to another location elsewhere in Canada upon the completion of his full term of appointment, including any term of reappointment, in accordance with University policy in place at that time.

18. Legal and Financial Fees

18.01 The University shall contribute up to Three Thousand Dollars (\$3000.00) one-time for reasonable receipted legal fees for the Candidate to engage legal counsel for advice on this employment contract;

18.02 The University shall reimburse the Candidate to a maximum of Two Thousand Dollars (\$2000) each year for fees paid for professional financial services and advice which the Candidate deems necessary to obtain for such purposes as financial planning, investment counselling, and assisting with preparation of Income Tax Returns. Claims for such reimbursement shall be properly documented, and supported by vouchers, invoices and receipts as appropriate.

19. Arbitration

19.01 Any disagreement arising between the parties as to interpretation of this Agreement which the parties cannot resolve shall be resolved under the Arbitration Act, S.N.B., 1992, c. A-10.1;

19.02 Without limiting the generality of 19.01, nothing contained in this agreement shall preclude or limit the rights of the Candidate to seek further redress or to recover damages through the judicial process solely with respect to wrongful dismissal as President.

20. Captions

20.01 The captions appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope of intent of the sections of this Agreement nor in any way affect this Agreement.

21. Hold Harmless

21.01 The Candidate and his heirs, executors, administrators and estate shall at all times be indemnified and held harmless by the University against all costs, charges and expenses which he or they may sustain or incur in or in connection with any action, claim, suit or proceeding brought in respect of any act, deed, matter or thing done or permitted by him in or about the execution of his duties as President, or alleged so to be, except such costs, charges and expenses which arise out of arbitration proceedings pursuant to this Agreement, or as are occasioned by his own wilful default or neglect.

22. Time of the Essence

22.01 Time shall be of the essence of this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals
the day and year first above written.

THE UNIVERSITY OF NEW BRUNSWICK

PER: _____
Chair, Board of Governors
(seal)

SIGNED, SEALED AND DELIVERED)

in the presence of:)

)

Witness)

Dr. H. E. A. (Eddy) Campbell
(seal)