

THIS AGREEMENT made as of the 7th day of August, 2023.

BETWEEN: **MEMORIAL UNIVERSITY OF NEWFOUNDLAND**
(hereinafter called the "University")

AND: **DR. NEIL BOSE**
(hereinafter called "Dr. Bose")

WHEREAS Dr. Bose holds the position of Vice-President (Research) as well as being a full tenured professor in the Faculty of Engineering and Applied Science, and is Vice-President (Academic) and Pro-Vice Chancellor *Pro Tempore* ("Provost") of Memorial University;

AND WHEREAS Dr. Bose has been asked to serve as President and Vice-Chancellor *Pro Tempore* of Memorial University ("President") with effect as of April 6, 2023, in order to ensure an orderly transition from his predecessor;

AND WHEREAS the parties wish to confirm the terms of Dr. Bose's appointment as President and Vice-Chancellor, *Pro Tempore*.

Status and Term

1. The terms of this Agreement are in relation to Dr. Bose's appointment as President. In the event that Dr. Bose returns to the positions of Vice-President (Research) and Professor (with tenure) all terms and conditions that were applicable to those positions will remain unchanged.
2. The term of this Agreement shall be from April 6, 2023 to April 5, 2025, or upon the appointment of a successor President, whichever occurs first (the "Term").
3. By virtue of this Agreement, Dr. Bose's appointment as VP (Research) is paused until the end of the Term of this Agreement. At the end of the Term, Dr. Bose may complete the term of his appointment as VP (Research) at the rate of pay and with benefits then applicable to that position, provided that this Agreement has not been terminated in accordance with clause 13 below.
4. Nothing in this Agreement or in Dr. Bose's appointment as President hereunder will preclude or prevent Dr. Bose from applying for the position of President and Vice-Chancellor on a permanent basis once the Presidential search has been called.
5. Dr. Bose will, in consultation with the Chair of the Board of Regents, set performance objectives against which Dr. Bose's performance during the Term shall be measured. At the beginning of Dr. Bose's second year as President, his performance will be reviewed in accordance with the Presidential Assessment Policy, and a 360 review shall be conducted

seeking feedback from the University community regarding Dr. Bose's performance against objectives.

Remuneration and Vacation

6. With effect as of April 6, 2023, Dr. Bose's salary as President and Vice-Chancellor *Pro Tempore* shall be \$434,000.00, payable in equal bi-weekly payments.
7. Dr. Bose will be entitled to receive five weeks' annual leave to be taken at a time to be agreed with the Chair of the Board.

Administrative Leave

8. During his term as President Dr. Bose will retain all prior accumulated administrative leave, and commencing April 6, 2023, shall accumulate further administrative leave at the rate of 2.4 months per calendar year completed as President and Vice-Chancellor *Pro Tempore*, pro-rated for part years. All Administrative Leave credited to this appointment pursuant to this clause shall be on the basis of his President salary and terms in effect during his tenure in the position, and may be taken on the conclusion of the appointment as President or other appointment at the University. For clarity, and without limitation, the foregoing includes salary, research grant, pension accruals or pension equivalents, and benefits under the University benefit plans, all regardless of whether he returns to the University at the end of the leave. For clarity, it is acknowledged that Dr. Bose shall have no entitlement to receive compensation for Administrative Leave at the same time as he is receiving a salary as Vice-President (Research) or as a full professor with the University.
9. For clarity, Dr. Bose shall continue to have access to the research grant during his Administrative Leave, if he is pursuing active research during the Administrative Leave.

Travel and Support

10. While President (and not while in receipt of Administrative Leave or while receiving compensation in any other role):
 - (a) When travelling on University business, Dr. Bose is entitled to travel Business Class on flights where the total duration of the trip is 6 hours or greater.
 - (b) The University shall pay normal and reasonable receipted travel expenses incurred by Dr. Bose, including entertainment expenses, incurred in the performance of his duties pursuant to this Agreement, and as authorized by the Chair of the Board and consistent with University policies and procedures. This includes making available the appropriate University facilities.

- (c) The University shall provide Dr. Bose with the office, support staff and appropriate equipment necessary to the proper discharge of his responsibilities, including cellular phones, computers and the like.

Research Grant

11. Dr. Bose's research grant shall be maintained in the amount of \$75,000.00 per year to support research related expenses in accordance with University policies. The research grant will be used to advance his academic and scholarly research, education and training. The research grant may not be paid out as cash in lieu. If Dr. Bose is no longer employed as President, the research grant will be cancelled net of any outstanding accumulated expenses, effective the date of the termination of his employment, provided that the research grant may be available as per the terms of Dr. Bose's prior contracts if he will be returning to the University to work as the Vice-President (Research), or as a full tenured professor in the Faculty of Engineering and Applied Science, after any Administrative Leave has been completed. The research grant for 2023 shall be prorated so that it will total \$75,000 for the year. For clarity, the research grant in the amount of \$75,000 will not be in addition to the research grant of \$40,000 he received for 2023, but \$75,000 total for 2023.

Legal Services

12. Dr. Bose shall be reimbursed for reasonable professional fees incurred for legal advice with respect only to entering into this Agreement.

Termination

13. Dr. Bose's appointment as President may be terminated for cause as that term is defined in law. In the event the University terminates this Agreement for cause, the University is not obligated to make any payment in lieu of notice resulting from the termination nor any payment for accumulated Administrative Leave.

The Board may at any time terminate Dr. Bose's appointment as President without cause. For clarity, the end of the Term in accordance with paragraph 2, either upon the appointment of a new President or the expiry of two years, is not a termination without cause. In the event of a termination without cause, he will be paid a severance in full settlement of any entitlement to compensation in lieu of notice consisting of the lesser of:

- (a)
- (i) his salary, pension accrual or pension equivalent for the remainder of his term commencing on the date of termination; and

- (ii) the reasonable cost of replacing benefits equivalent to those provided to him and his dependents under the University benefit plans for the remainder of his Term commencing on the date of termination, unless the University maintains coverage for Dr. Bose under such University group benefit plans; or
- (b) (i) his salary, pension accrual or pension equivalent for 12 months commencing on the date of termination; and
- (ii) the reasonable cost of replacing benefits equivalent to those provided to him and his dependents under the University benefit plans for 12 months commencing on the date of termination, unless the University maintains coverage for Dr. Bose under such University group benefit plans.

The termination of Dr. Bose's appointment as President will not affect his appointment as a Full Professor in the Department of Ocean and Naval Engineering (with tenure) in the Faculty of Engineering and Applied Science and he can continue to be employed in that capacity after the termination of his appointment as President. In that event, he will receive a professional salary as a Full Professor in the Faculty of Engineering and Applied Science (with tenure) at the highest step/salary grade for that position. The amount of salary to be received as Full Professor for the balance of the year in which the termination occurs will be deducted from the severance payment referred to above. Dr. Bose may not return to the position of Provost or VP Research in the event that this Agreement is terminated in accordance with this clause 13.

General

14. During the Term, Dr. Bose will faithfully and to the best of his ability perform assigned duties and apply best efforts to promote the interests of the University.
15. Dr. Bose shall be accountable to the Chair of the Board of Regents and shall meet with the Chair regularly or upon the Chair's request, to discuss matters which both consider to be relevant to the management of the University and his role and performance.
16. Dr. Bose shall be bound by and adhere to all policies and procedures of the University as amended from time to time.
17. Without limiting the generality of the foregoing, Dr. Bose shall not, while employed by the University nor thereafter, except as required by law, and without the Chair's prior approval, divulge, disclose or use, directly or indirectly, any secret or

confidential information, knowledge or data of the University to the detriment of the University, howsoever acquired; divulge to any person, firm or corporation any invention, confidential information relating to processes, techniques, programs, or services of the University, or any other confidential information, patent application, copyright, trademark, trade secret or any other intellectual property, acquired as a result of or in the course of his employment, or to divulge to any person, firm or corporation any of the confidential affairs of the University.

18. Upon the expiration of the Term or on other termination of the within appointment, Dr. Bose 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 and control of Dr. Bose.
19. The University reserves the right to seek injunctive relief or other recourse in the courts in respect of the confidentiality provisions of this Agreement.
20. The parties acknowledge that this Agreement may be modified as a result of further discussions between Dr. Bose and the Chair of the Board, subject to the final ratification of any amended terms by the Board of Regents. Any amendment to this Agreement must be in writing and duly executed by both parties.
21. This Agreement constitutes and expresses the whole of the Agreement between the parties with respect to Dr. Bose's appointment as President, and no other alleged prior or future arrangement or understanding forms part of this Agreement unless reduced to writing and executed by the parties as contemplated by this Agreement.
22. Should any provision of this Agreement become invalid, illegal or not enforceable, such provision shall be considered severable from this Agreement as a whole and the remaining provisions shall remain in force and binding on the parties as if such severed provision had not been included.
23. The provisions of this Agreement shall survive the termination of this Agreement to the extent necessary to give effect to the terms and conditions contained herein.
24. It is acknowledged by both parties that the University will disclose this Agreement and any amendment thereto, to the public.
25. This Agreement may be signed in one or more counterparts, which, taken together, will constitute one Agreement.

Governing Law

26. This Agreement shall be construed in accordance with the laws of the Province of Newfoundland and Labrador.

IN WITNESS WHEREOF this Agreement has been executed by the parties to it, the day, month and year first written.

SIGNED, SEALED AND DELIVERED
by the University in the presence of:

MEMORIAL UNIVERSITY



Witness



Chair, Board of Regents

SIGNED, SEARLED AND DELIVERED
by Dr. Bose in the presence of:



Witness



Dr. Neil Bose