

AND: DR. JENNIFER LOKASH
(hereinafter called "Dr. Lokash")

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

1. The terms of this Agreement are in relation to Dr. Lokash's appointment as President. In the event that Dr. Lokash returns to the position of Provost or 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, 2025 to September 1, 2025, or upon the appointment of a successor President (the "Term").
3. By virtue of this Agreement, Dr. Lokash's appointment as Provost is paused until the end of the Term of this Agreement. At the end of the Term, Dr. Lokash may complete the term of her appointment as Provost 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 10 below.

4. With effect as of April 6, 2025, Dr. Lokash's salary as President and Vice-Chancellor *Pro Tempore* shall be \$358,800, payable in equal bi-weekly payments. This will represent a gross increase of \$2300 for each bi-weekly pay period during the Term.
5. Dr. Lokash will be entitled to take her normal annual leave at a time to be agreed with the Chair of the Board.

Administrative Leave

6. During her term as President Dr. Lokash will retain all prior accumulated administrative leave, and commencing April 6, 2025, 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 other terms and conditions regarding administrative leave shall be as outlined in Dr. Lokash's Provost contract. For clarity, it is acknowledged that Dr. Lokash shall have no entitlement to receive compensation for Administrative Leave at the same time as she is receiving a salary as Provost or as a full professor with the University.
7. For clarity, Dr. Lokash shall continue to have access to the research grant during her Administrative Leave, if she is pursuing active research during the Administrative Leave.

Travel and Support

8. 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. Lokash 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. Lokash, including entertainment expenses, incurred in the performance of her 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. Lokash with the office, support staff and appropriate equipment necessary to the proper discharge of her responsibilities, including cellular phones, computers and the like.

Research Grant

9. Dr. Lokash's research grant shall be maintained in the amount of \$25,000 per year to support research related expenses in accordance with University policies and in accordance with the terms and conditions of her Provost contract.

Termination

10. Dr. Lokash'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 or allowance for time to take accumulated Administrative Leave.

The Board may at any time terminate Dr. Lokash'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 six months, is not a termination without cause. In the event of a termination without cause, she will be paid a full settlement of any entitlement to compensation in lieu of notice consisting of:

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

The termination of Dr. Lokash's appointment as President in accordance with this clause will not affect her appointment as a Full Professor in the Department of English (with tenure) in the Faculty of Humanities and Social Sciences and she can continue to be employed in that capacity after the termination of her appointment as President. In that event, she will receive her professional salary as a Full Professor in the Faculty of Humanities and Social Sciences (with tenure) at the highest step/salary grade for that position (whichever applies). 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 compensation in lieu of notice payment referred to above. For clarity, Dr. Lokash may not return to the position of Provost in the event that this Agreement is terminated in accordance with this clause 10.

General

- 11. During the Term, Dr. Lokash will faithfully and to the best of her ability perform assigned duties and apply best efforts to promote the interests of the University.
- 12. Dr. Lokash 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 her role and performance.
- 13. Dr. Lokash shall be bound by and adhere to all policies and procedures of the University as amended from time to time.
- 14. Without limiting the generality of the foregoing, Dr. Lokash 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 her employment, or to divulge to any person, firm or corporation any of the confidential affairs of the University.

15. Except as necessary to carry out her role as Provost, upon the expiration of the Term or on other termination of the within appointment, Dr. Lokash 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. Lokash.
16. The University reserves the right to seek injunctive relief or other recourse in the courts in respect of the confidentiality provisions of this Agreement.
17. The parties acknowledge that this Agreement may be modified as a result of further discussions between Dr. Lokash 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.
18. This Agreement constitutes and expresses the whole of the Agreement between the parties with respect to Dr. Lokash's appointment as President *pro tempore*, 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.
19. 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.
20. 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.
21. It is acknowledged by both parties that the University will disclose this Agreement and any amendment thereto, to the public.
22. This Agreement may be signed in one or more counterparts, which, taken together, will constitute one Agreement.

Governing Law

23. 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:



Witness

MEMORIAL UNIVERSITY



Chair, Board of Regents

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



Witness



Dr. Jennifer Lokash