

EMPLOYMENT AGREEMENT

THIS AGREEMENT (the "Agreement") made as of the ____ day of _____ 2025.

BETWEEN:

MEMORIAL UNIVERSITY OF NEWFOUNDLAND

{the "University"}

AND:

DR. JANET MORRISON

("Dr. Morrison")

WHEREAS:

- A. The University has agreed to offer Dr. Morrison the position as President and Vice-Chancellor of the University pursuant to the terms of the Memorial University Act (the "Act"); and
- B. The parties wish to enter into a written agreement describing their relationship and setting out all terms and conditions of this contract of employment.

NOW THEREFORE, in consideration of the mutual terms, covenants and agreements set out herein, the parties hereto agree as follows:

ARTICLE 1 - EMPLOYMENT

- 1.1 Effective on August 11, 2025 (the "Effective Date"), the University shall employ Dr. Morrison in the position of President and Vice-Chancellor of the University, who shall be responsible for the academic and business affairs of the University, as set out in the Act.
- 1.2 Dr. Morrison shall perform the duties of the position of President and Vice-Chancellor and assume any reasonable additional duties as may from time to time be prescribed by the Board of Regents of the University (the "Board") or its duly authorized designate.
- 1.3 Subject to the terms and conditions of this Agreement, the University will support Dr. Morrison's academic appointment as a tenured member of the School of Human Kinetics and Recreation (HKR), as a Full Professor, provided that so long as Dr. Morrison holds the position of President and Vice-Chancellor, Dr. Morrison shall not be entitled to receive any compensation, nor be expected to perform any duties, with respect to such academic appointment.
- 1.4 In the event that Dr. Morrison elects to enter the faculty bargaining unit as a tenured member of HKR at the completion of the Term, her salary and other entitlements shall be determined in accordance with the relevant provisions of the collective agreement then in force applicable to HKR.

ARTICLE 2 - TERM

- 2.1 The initial term of the appointment as President and Vice-Chancellor shall be for six (6) years from the Effective Date (the "Term"), subject to earlier termination as provided in ARTICLE 9.

- 2.2 Dr. Morrison's appointment may be renewed, up to an additional four (4) year term, on such terms and conditions as are agreed between Dr. Morrison and the University pursuant to the University's Presidential Search, Appointment and Assessment Policy. For clarity, at least 12 months prior to the end of the Term Dr. Morrison shall advise the University if she wishes to be considered for a second term, and the review process shall be commenced. If the University decides that it will not offer Dr Morrison a second term, such must be communicated to her at least 12 months prior to the end of the Term.

ARTICLE 3 - REMUNERATION AND VACATION

- 3.1 Commencing the Effective Date, the University shall pay Dr. Morrison an annual salary of \$485,000.00, in equal bi-weekly payments.
- 3.2 Dr. Morrison's performance shall be reviewed annually in accordance with the Board's current Presidential Assessment Policy. Dr. Morrison's salary shall be reviewed by the Board periodically and a salary increase, if any, shall be approved by the Board of Regents in its sole discretion.
- 3.3 Dr. Morrison shall be entitled to six (6) weeks annual vacation, to be taken at a time to be agreed with the Chair of the Board. Dr. Morrison shall be entitled to carry over up to two (2) weeks of unused annual vacation to the subsequent year. Vacation carryover of unused vacation in excess of two weeks will be lost, unless the Chair of the Board, in their discretion, approves such additional carry over.

ARTICLE 4 – PENSION AND BENEFIT PLANS

- 4.1 Dr. Morrison shall be eligible to participate in the Memorial University Pension Plan during her term as President and Vice-Chancellor, along with the University's Supplementary Retirement Income Plan.

Subject to the terms and conditions of any existing registered pension plan in which Dr. Morrison may participate, Dr. Morrison may elect to transfer her pension benefits from such plan to the Memorial University Pension Plan. Pensionable service transfers are subject to the terms and conditions applicable to registered pension plans including provisions governing maximum transferrable amounts. Should Dr. Morrison elect a pensionable service transfer to the Memorial University Pension Plan, pensionable service shall be credited in the Plan based upon the amount received from the exporting plan. Should this be insufficient to credit full pensionable service upon transfer, Dr. Morrison may elect to pay the deficiency. Pensionable service transferred from another registered pension plan to the Memorial University Pension Plan shall be used to calculate pension benefits from the Memorial Plan but transferred pensionable service shall not be included for purposes of benefits from the Supplementary Retirement Income Plan.

- 4.2 Dr. Morrison shall be eligible to participate in all group benefit plans during her Term as President and Vice-Chancellor, which apply and are available to employees of the University.

ARTICLE 5 - ADMINISTRATIVE LEAVE

- 5.1 Subject to Section 5.2, Dr. Morrison will accumulate Administrative Leave at the rate of 2 months for each completed year of service as part of the Term of this Agreement to a maximum of 12 months, which Administrative Leave will be deferred until the end of the Term (including any renewal thereof), or the value of any accrued leave may be paid out each year at the request of Dr. Morrison. For clarity, if accrued leave is paid out for any given year, such amount will be deducted from any administrative leave balance. The

maximum payout of administrative leave that may be accumulated or paid out is 12 months in total over the Term.

- 5.2 Administrative Leave shall be on the basis of Dr. Morrison' salary as President and Vice-Chancellor in effect from time to time. There will be no entitlement to Administrative Leave or payment in lieu thereof in the event of termination as provided in Section 9.1, or in the event of the situations contemplated in Sections 9.6 and 9.8. The Administrative Leave entitlement includes annual base salary, pension accruals and benefits under the University benefit plans that are generally available to all employees and which, for further certainty, shall not include the benefits set out in ARTICLE 7 and Section 8.1. For clarity, if Dr. Morrison elects an annual payout of the Administrative Leave, it is salary only, and does not include pension contribution or pension accrual. It is only if she elects to take the Administrative Leave as leave that it will count toward pensionable service.
- 5.3 In the event that Dr. Morrison elects to take Administrative Leave (as opposed to an annual payout), Dr. Morrison will be responsible to submit to the Chair of the Board, in advance of taking such Administrative Leave, a plan for the Administrative Leave and to provide regular reports on activities engaged in during such Administrative Leave. If Dr. Morrison advises the Chair of the Board that she does not plan to enter the faculty bargaining unit following the completion of Administrative Leave, the Chair of the Board may, in their discretion, waive this requirement to report.
- 5.4 For clarity, it is acknowledged and agreed that Dr. Morrison shall have no entitlement to receive compensation for Administrative Leave and compensation as a Full Professor with the University at the same time.

ARTICLE 6 - RELOCATION

- 6.1 Dr. Morrison shall be reimbursed for all reasonable and receipted expenses incurred for her and her family's relocation from Toronto, Ontario to St. John's, Newfoundland and Labrador, including all moving expenses, and legal fees and disbursements associated with the acquisition of a family home in St. John's, Newfoundland and Labrador. For clarity, Dr. Morrison will be reimbursed for one move only. It is expected that Dr. Morrison will move first, for which she will be reimbursed the cost of a non-business class flight and for the relocation of nominal personal items, and that the household move may occur up to one year later. For further clarity, the University will not reimburse Dr. Morrison any commission paid on the sale of any property where she currently resides.

ARTICLE 7 - TRAVEL AND SUPPORT

- 7.1 While President and Vice-Chancellor (and not while in receipt of Administrative Leave or while receiving compensation as a Full Professor with the University):
- (a) When travelling on university business, Dr. Morrison is entitled to be reimbursed for non-business class travel only unless as otherwise approved by the Chair for long-haul flight legs. For clarity, a long-haul flight is any flight over six hours in duration.
 - (b) The University may pay the normal and reasonable incurred costs of any travel by Dr. Morrison's spouse when her spouse accompanies her to a function in which the President and Vice-Chancellor is engaged in official University business and where Dr. Morrison has been able to show a tangible benefit to the University for spousal accompaniment and travel.
 - (c) The University will reimburse Dr. Morrison for non-business class round trip air fare-only travel to Toronto for a total of 12 trips (one per month) during the first year of the Term, and only during the first year of the Term. This benefit will not be repeated in any other year of the Term or in any successive or renewal term.

- (d) Dr. Morrison shall be entitled to reimbursement for reasonable receipted travel and other 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. For clarity Dr. Morrison will be entitled to reimbursement for any professional organization fees as agreed to by the Chair of the Board.
- (e) The University shall provide Dr. Morrison with the office, support staff and appropriate equipment necessary for the proper discharge of her responsibilities.

ARTICLE 8 - OTHER BENEFITS

- 8.1 Dr. Morrison shall, during the first 12 months of her first Term only, while President and Vice-Chancellor, be entitled to and the University shall pay the following amounts:
 - (a) A housing assistance allowance of \$3000 per month for twelve months only, which shall be considered a taxable benefit. For clarity, this benefit is for the first year of the Term only, and shall not be paid in any other year of the Term or any successive or renewal Term.

ARTICLE 9 -TERMINATION

- 9.1 The University reserves the right to terminate this Agreement for cause as that term is defined in law, and if terminated for cause, without notice or pay in lieu thereof notwithstanding any other provision of this Agreement. For clarity, where 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 provision for accumulated Administrative Leave.
- 9.2 Notwithstanding Section 9.1, the University may, without providing any advance notice or reason for doing so, terminate Dr. Morrison's appointment as President and Vice-Chancellor without cause by written notification.

In the event of such termination without cause, Dr. Morrison shall be entitled to one of the following, at her option:

Option A

In the event that Dr. Morrison wishes to remain at the University, she may continue her tenured academic appointment as a Professor in the School of HKR and receive:

- (a) the accumulated Administrative Leave earned by Dr. Morrison to the date of termination of her appointment as President and Vice-Chancellor; and
- (b) a payment in lieu of notice equivalent to the **lesser** of:
 - (i) 12 months of her annual base salary and pension accrual based on Section 4.1 for 12 months commencing on the date of termination and the reasonable cost of replacing all group benefits provided for in Section 4.2 (which for clarity does not include benefits described in ARTICLE 7 and Section 8.1) for 12 months commencing on the date of termination unless the University maintains coverage for Dr. Morrison under such University group benefit plans, less 12 months' academic rank salary for the position that she returns to in the School of HKR; or

- (ii) the balance of annual base salary remaining to be paid for that portion of the Term of this Agreement still outstanding (in this provision, the "Term Remaining"), pension accrual based on Section 4.1 for the Term Remaining commencing on the date of termination and the reasonable cost of replacing all group benefits provided for in Section 4.2 (which for clarity does not include benefits described in ARTICLE 7 and Section 8.1) for Term Remaining commencing on the date of termination unless the University maintains coverage for Dr. Morrison under such University group benefit plans; or

Option B

In the event that Dr. Morrison chooses to leave the University and not continue her tenured academic appointment as a Professor in the School of HKR she will receive:

- (a) payment of an amount equivalent to the accumulated Administrative Leave earned by Dr. Morrison to the date of termination of her appointment as President and Vice-Chancellor;
- (b) a payment in lieu of notice equivalent to the **lesser** of:
 - (i) 12 months of her annual base salary, pension accrual based on Section 4.1 for 12 months commencing on the date of termination and the reasonable cost of replacing all group benefits provided for in Section 4.2 (which for clarity does not include benefits described in ARTICLE 7 and Section 8.1) for 12 months commencing on the date of termination unless the University maintains coverage for Dr. Morrison under such University group benefit plans; or
 - (ii) the balance of annual base salary remaining to be paid for that portion of the Term of this Agreement still outstanding (in this provision, the "Term Remaining"), pension accrual based on Section 4.1 for the Term Remaining commencing on the date of termination and the reasonable cost of replacing all group benefits provided for in Section 4.2 (which for clarity does not include benefits described in ARTICLE 7 and Section 8.1) for Term Remaining commencing on the date of termination unless the University maintains coverage for Dr. Morrison under such University group benefit plans.

- 9.3 For further certainty, in the case of each of Option A and Option B the payment in lieu of reasonable notice shall be paid in lump sum and be subject to all statutory deductions and withholdings.
- 9.4 The payment in lieu of notice shall be paid within 45 days of Dr. Morrison advising the University of which Option she elects to take.
- 9.5 Upon termination of this Agreement by the University for cause pursuant to Section 9.1 or in the event Dr. Morrison chooses Option B in Section 9.2, Dr. Morrison shall cease to hold both her administrative and academic appointments.
- 9.6 This Agreement shall terminate forthwith upon the death of Dr. Morrison and there is no entitlement to payment for accumulated Administrative Leave upon death of Dr. Morrison.
- 9.7 For clarity, neither the end of the Term nor notification of non-renewal shall be considered a termination without cause and are not subject to any payment in lieu of notice.
- 9.8 Dr. Morrison may terminate this Agreement by giving 180 days' notice in writing to the

Chair of the Board of her intention to terminate this Agreement. In the event of such notice by Dr. Morrison, she will receive pay, pension and benefits for the notice period but agrees to forfeit any accumulated but unpaid Administrative Leave. The University may, in its discretion, waive all or some of that notice requirement which waiver must be in writing. In the event of such waiver, Dr. Morrison will, in addition to regular salary, pension and benefits, also receive accumulated Administrative Leave for the period of the waiver.

ARTICLE 10 - PRESIDENT'S DUTIES AND OBLIGATIONS

- 10.1 During the Term, Dr. Morrison shall faithfully, industriously and to the best of her ability perform assigned duties and apply best efforts to promote the interests of the University.
- 10.2 Dr. Morrison shall devote the whole of her working time and attention to the business and affairs of the University.
- 10.3 Prior to accepting additional appointments or engagements or any directorships, consultancy or other position not directly associated with the President's duties, Dr. Morrison shall obtain written approval from the Chair of the Board, which approval shall not be unreasonably withheld. Dr. Morrison recognizes that commitments as President take priority over any external commitments and will disclose to the Chair of the Board any remuneration received in relation to service outside the University.
- 10.4 Dr. Morrison shall be accountable to the Chair of the Board and shall meet with the Chair regularly, or at the Chair's request, to discuss matters which the parties consider to be relevant to the management of the University and her role and performance.
- 10.5 Dr. Morrison shall be bound by and faithfully observe and abide by all policies and procedures of the University as amended from time to time.
- 10.6 Without limiting the generality of Section 10.5, Dr. Morrison shall not, while employed by the University nor thereafter, except as required by law, directly or indirectly without the Chair of the Board's approval, disclose or use, directly or indirectly any secret or confidential information knowledge or data of the University to the detriment of the University howsoever obtained; divulge to any person, firm or corporation any invention process, technique, program, service of the University, or any other confidential information, patent application, copyright, trademark or trade secret acquired as a result of Dr. Morrison' employment or in the course of Dr. Morrison' employment or divulge to any person, firm or corporation any of the kind of confidential financial affairs of the University.
- 10.7 Upon the expiration of the Term or on other termination of the within appointment, Dr. Morrison shall forthwith deliver or cause to be delivered to the University all books, documents, effects, money, securities or other property, including but not limited to all electronics belonging to the University or for which the University is liable to others, which are in the possession or control of Dr. Morrison.

ARTICLE 11 - DISPUTE RESOLUTION

- 11.1 Should there be any claims, disputes, controversies or differences in respect of any matters arising from this Agreement ("Disputes"), including, but not limited to, the interpretation and application of this Agreement or the employment of Dr. Morrison, but not including any termination in accordance with clause 9 of this Agreement, the University and Dr. Morrison agree to submit all such Disputes to final and binding confidential private arbitration before a single arbitrator in Newfoundland and Labrador under such terms as provided by the Arbitration Act.

- 11.2 The University reserves the right to seek injunctive relief or other recourse in the courts in respect of the confidentiality provisions of this Agreement.

ARTICLE 12 - GENERAL

- 12.1 The parties acknowledge that this Agreement may be modified as a result of further discussions between Dr. Morrison and the Chair of the Board, subject to the final ratification of any amended terms by the Board. Any amendment to this Agreement must be in writing and executed by both parties.
- 12.2 This Agreement constitutes and expresses the whole of the agreement between the parties with respect to Dr. Morrison' employment and appointment and no other alleged prior or future arrangement or understanding forms part of this Agreement unless reduced in writing and executed by the parties expressly as an addendum to this Agreement.
- 12.3 All notices hereunder shall be in writing and delivered by hand, mail or courier to the addresses shown below, or such other address as may be notified by either party:

The University: Chair
 Board of Regents
 Memorial University of Newfoundland
 Arts and Administration Building
 St. John's, NL
 A1C 5S7

Dr. Morrison: [insert address for notice in NL once available]

- 12.4 Should any provision of this Agreement become invalid, illegal or not enforceable, it shall be considered separate and severable from the Agreement as a whole and the remaining provisions shall remain in force and binding upon the parties in such severed provisions had not been included.
- 12.5 The provisions of this Agreement will survive the termination of this agreement to the extent necessary to effectuate the terms contained herein.
- 12.6 It is acknowledged that the University is a public body and is subject to the *Access to Information and Protection of Privacy Act, 2015*, as amended from time to time, and that the University will disclose this Agreement and any amendment or renewal to the public.
- 12.7 This Agreement shall be construed in accordance with the laws of the Province of Newfoundland and Labrador.
- 12.8 This Agreement may be signed in one of more counterparts, which, taken together constitute one Agreement.

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the date written above.

SIGNED SEALED AND DELIVERED

In the presence of:

**MEMORIAL UNIVERSITY OF
NEWFOUNDLAND**

Witness

**Justin Ladha
Chair, Board of Regents**

Witness

Dr. Janet Morrison