

This Secondment Agreement dated November 30th, 2022 (“Agreement”)

BETWEEN:

Laurentian University
(hereafter “Laurentian”)

- and –

Queen’s University at Kingston
(hereafter “Queen’s”)

- and –

Dr. Brenda Brouwer
(hereafter “Dr. Brouwer”)

(Each, a “Party” and collectively “the Parties”)

Dr. Brouwer is a tenured Professor at Queen’s University.

This Agreement records the agreement of the Parties with respect to the secondment of Dr. Brouwer by Queen’s to Laurentian, to be appointed as Interim Provost at Laurentian.

In consideration of the mutual promises contained herein, the Parties agree as follows:

1. Secondment

- A. Dr. Brouwer shall be seconded to Laurentian University on a full-time basis and shall be appointed as Laurentian’s Interim Provost effective January 1, 2023 (the “Secondment”). The Secondment shall commence with Dr. Brouwer’s appointment as Interim Provost and shall continue as follows:
- i. for an estimated period of 15 months, during which Laurentian will conduct a search for its new Provost;
 - ii. for a further specified period of extension, but only by agreement of all Parties, if Laurentian has not hired its new Provost by the end of the initial 15-month period;
 - iii. for a further period of up to 3 months, with Dr. Brouwer appointed as Executive Lead to oversee the completion of CCAA transition projects assigned by the Board and to assist with the transition of her duties as Interim Provost to Laurentian’s new Provost; and,

- iv. for any period of administrative leave Dr. Brouwer accrues for her service to Laurentian during the Secondment.

This Agreement shall continue from January 1, 2023, until the end of the Secondment (the "Term"), unless terminated earlier pursuant to Section 1.B or 2.E below, with the Parties' mutual understanding and agreement that, if Dr. Brouwer's Secondment continues with her Appointment as Executive Lead under Paragraph 1.B(iii) above:

- v. the Terms and Conditions referenced in Section 2.E below will be revised to reflect the duties and responsibilities of the Executive Lead role;
- vi. Dr. Brouwer's compensation as Executive Lead will remain the same as her compensation as Interim Provost;
- vii. If the Secondment includes Dr. Brouwer's service to Laurentian as Executive Lead, her time in this role will be included in the calculation of any administrative leave she accrues pursuant to the Terms and Conditions referenced in Paragraph 1.E below.

B. The Secondment may be terminated before the expiry of the period encompassed by paragraphs A (i), (ii) and (iii) above (an "Early Termination"), by either Queen's or Dr. Brouwer giving two (2) months' written notice of termination. The Secondment may also be terminated by Laurentian without notice if Laurentian terminates Dr. Brouwer's appointment for cause or if a frustration of contract arises due to Dr. Brouwer's total disability. If there is an Early Termination of the Secondment this Agreement shall end and Laurentian shall have no obligations under this Agreement to Dr. Brouwer or to Queen's following the date of termination, except to Queen's to pay Secondment costs pursuant to this Agreement up to the date of termination, plus costs of any accrued administrative leave Dr. Brouwer earned for her service during the Secondment. Accrued administrative leave shall be forfeit if there is an Early Termination of the Secondment due to Laurentian's termination of Dr. Brouwer's appointment for cause.

C. During the Secondment, Dr. Brouwer will be released from all duties at Queen's University. During her Secondment Dr. Brouwer shall devote herself to such duties as may be assigned to her by Laurentian.

D. During the Secondment and for the duration of this Agreement Dr. Brouwer will continue to be employed by Queen's University and to hold her tenured position.

- E. The specific Terms and Conditions of Dr. Brouwer's appointment are contained in a separate agreement between Laurentian and Dr. Brouwer.

2. Compensation Arrangements

- A. During the Secondment, Queen's University will pay Dr. Brouwer her current base salary of \$306,942, less statutory deductions, as an Academic administrator. This amount will not be subject to annual increase during the Secondment. Dr. Brouwer shall continue to participate in all Queen's University group benefits and the University Pension Plan, and any other applicable Queen's employee benefits, as adjusted from time to time. For greater clarity, Dr. Brouwer shall remain on Queen's University payroll, and will continue to make all employee payments and required contributions, and all applicable employer contributions will continue to be made by Queen's University. For clarity, Dr. Brouwer will not participate in any of Laurentian's employee benefits or its pension plan.
- B. In addition, Queen's will pay Dr. Brouwer an annual salary top-up of \$27,851 less statutory deductions, in recognition of her taking on the role of Interim Provost and/or Executive Lead at Laurentian. This amount will not be subject to annual increase during the Secondment. The salary top-up will be paid on a monthly basis and will be prorated for any part of a month worked.
- C. During the Term, Queen's University will track Dr. Brouwer's Nominal academic salary as a faculty member of Queen's, which will be adjusted on an annual basis, where applicable. Upon Dr. Brouwer's return to Queen's University, her salary will be her Nominal academic salary, the salary she would have been expected to receive had she been in the faculty bargaining unit throughout the Secondment.
- D. Dr. Brouwer's eligibility to accrue administrative leave for service to Queen's shall be suspended after December 31, 2022 and shall resume if Dr. Brouwer resumes her full-time active service to Queen's. Dr. Brouwer shall not accrue any service towards administrative or academic leave at Queen's during the Secondment. Accrual of credit towards academic leave at Queen's shall resume at the conclusion of the Term and upon Dr. Brouwer's resumption of her full-time duties and responsibilities as a tenured faculty member at Queen's University.
- E. In consideration of the provision of Dr. Brouwer's services during the Secondment, Queen's shall invoice Laurentian quarterly for 100% of the

full quarterly cost of the Compensation Arrangements applicable to Dr. Brouwer as described in Sections 2.A and 2.B above. Laurentian shall reimburse Queen's by such mechanism as the two Parties may agree, within 30 days of the date of each such invoice. If Laurentian defaults on any payment during the Secondment Queen's may terminate the Secondment and shall have no obligations whatsoever, financial or otherwise, to Laurentian. Early Termination of the Secondment pursuant to this Paragraph 2.E. does not limit the remedies in law, contract or equity that either Queen's or Dr. Brouwer may have or pursue for losses arising from such Early Termination.

- F. During the Secondment, Dr. Brouwer shall be entitled to reimbursement for out-of-pocket expenses, including expenses for travel, relocation, meals and hospitality and other expenses associated with the Secondment. Laurentian will reimburse Dr. Brouwer directly for these expenses in accordance with Laurentian's expense reimbursement policies.
- G. During the Secondment, Laurentian shall reimburse Dr. Brouwer directly for actual housing expenses that shall not exceed a total amount of \$33,479 per annum. Reimbursement by Laurentian to Dr. Brouwer will be made on a monthly basis and will be prorated for any partial month(s).
- H. Queen's and Laurentian acknowledge that Dr. Brouwer's duties as Interim Provost while at the same time remaining an employee and tenured faculty member of Queen's shall not constitute a conflict of interest under the policies of either institution or at common law. Dr. Brouwer agrees that she shall not conduct any business on behalf of Queen's during the Secondment, except for continuing her current supervision of graduate students, post-doctoral fellows, or visiting scholar and her research, as specifically agreed between the Parties.
- G. As Interim Provost, Dr. Brouwer agrees she shall act at all times in the best interest of Laurentian and shall not allow her ongoing appointment at Queen's to influence her assessment of such interests in any way.
- H. At the conclusion of the Secondment, Dr. Brouwer shall return to her position as a full-time tenured faculty member at Queen's unless otherwise agreed between Dr. Brouwer and Queen's.

3. Indemnity

With regard to work undertaken or performed by Dr. Brouwer on behalf of or under the direction of Laurentian during the Secondment, neither Queen's nor Dr. Brouwer shall be liable for any damages arising from any claims, demands, actions, suits or proceedings whatsoever, by whomever made or brought, for any losses, penalties, damages, costs (including legal costs) and expenses of every nature and description, whether foreseen or unforeseen (collectively, "Damages") that are based upon or arise out of any wilful or negligent act or omission, or out of any alleged wilful or negligent act or omission, by Laurentian or by Dr. Brouwer acting in good faith and within the scope of her duties during the Secondment. Laurentian agrees to indemnify and save Dr. Brouwer and Queen's, and as applicable, her and its, trustees, officers and employees, heirs, executors, successors and permitted assigns from and against all such Damages, except to the extent caused or contributed to by Queen's, its trustees, officers, or employees. Laurentian shall also indemnify and Dr. Brouwer and Queen's harmless from any costs (including legal costs) incurred by either of them to enforce this Agreement.

4. Addresses

Any notice or correspondence required by or arising out of this Agreement may be sent to the Parties by personally delivery, post, or email, at the following addresses:

Office of The Provost
Queen's University
99 University Avenue
Kingston, ON K7L 3N6
provost@queensu.ca

Laurentian University
Jeff Bangs
Chair of Board
Laurentian University
935 Ramsey Lake Road
Sudbury ON P3E 2C6
jeff@pathwaygroup.com

Dr. Brenda Brouwer
brouwerb@queensu.ca

5. Choice of Law

This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

6. Relationship of the Parties

The relationship between Laurentian and Queen's established by this Secondment Agreement is that of independent entities, and nothing in this Agreement shall be construed: (1) to give either Party the right or power to direct or control any activities or obligations of the other Party; (2) to construe either Party as principal or agent for the other Party, or as partners, joint venturers, co-owners or otherwise as participants in any joint undertaking; or (3) to allow either Party to: (a) create or assume any obligation on behalf of the other Party for any purpose whatsoever or (b) represent any person, firm, or entity that such Party has any right or power to enter into any binding obligation on the other Party's behalf.

In witness to this Agreement, the Parties have hereby subscribed by their signatures or that of their duly authorized representatives.

On behalf of Queen's University



Dr. Teri Shearer
Interim Provost and Vice Principal
(Academic)

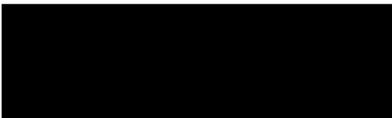
December 1, 2022
Date of signature

On behalf of Laurentian University



Chair

November 30, 2022
Date of signature



Dr. Brenda Brouwer

December 1, 2022
Date of signature