

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

BETWEEN:

Laurentian University
(hereafter “Laurentian”)

- and –

York University
(hereafter “York”)

- and –

Dr. Sheila Embleton
(hereafter “Dr. Embleton”)

Dr. Embleton is a tenured Professor at York University.

This Agreement records the agreement of all parties with respect to the secondment of Dr. Embleton by York University to Laurentian University to be appointed as Interim President and Vice-Chancellor at Laurentian University.

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

1. Secondment

- A. Dr. Embleton shall be seconded to Laurentian University and appointed as Interim President and Vice-Chancellor effective January 1, 2023 and until the commencement of a new President, unless earlier terminated in accordance with this agreement (“the Term”). It is estimated that this appointment shall be for period of (15) fifteen months but in any event shall not extend beyond November 30, 2024. The Term shall also include any period of administrative leave accrued by Dr. Embleton pursuant to her appointment as Interim President.
- B. The secondment and this Agreement may be terminated before the expiry of the Term by Laurentian, York or Dr. Embleton giving two (2) months written notice of termination of the Agreement. This Agreement may be terminated by Laurentian without notice in the event that Laurentian terminates Dr. Embleton’s appointment for cause or because of her total disability. In the event this Agreement is terminated prior to expiry of the Term, Laurentian shall have no obligations under this Agreement to Dr. Embleton or to York following the date of termination, except to York

University to pay secondment costs pursuant to this Agreement up to the date of termination.

- C. York University agrees to the full-time secondment of Dr. Embleton to Laurentian University for the Term of this Agreement. During the secondment, Dr. Embleton will be released from all duties at York University and will relinquish her role as Chief Steward for YUFA. During her secondment she shall devote herself to such duties as may be assigned to her by Laurentian University. For clarity, nothing in this Agreement prohibits Dr. Embleton from being consulted by YUFA in connection with file-specific issues arising from files under her carriage in her prior role as Chief Steward for YUFA.
- D. For the secondment and duration of this Agreement Dr. Embleton will continue to be employed by York University and to hold her tenured position.
- E. The Terms and Conditions of Dr. Embleton's appointment are contained in a separate agreement between Laurentian and Dr. Embleton.

2. Compensation Arrangements

- A. During the Term, York University will pay Dr. Embleton her current base salary as a faculty member of \$315,984.72, less statutory deductions. Dr. Embleton shall continue to participate in all York faculty member pension and group benefits and any other applicable employee benefits ("Compensation Arrangements"), as adjusted from time to time. For greater clarity, Dr. Embleton shall remain on York University payroll, and will continue to make all employee payments and deductions thereunder, and all applicable employer contributions will continue to be made by York University. For clarity, Dr. Embleton will not participate in Laurentian University's employee benefits or pension plan.
- B. In addition, Laurentian University will pay Dr. Embleton an annual salary top-up of \$24,015.28, less statutory deductions, in recognition of her taking on the role of Interim President at Laurentian University. The salary top-up will be paid on a monthly basis and prorated for any part of a month worked.
- C. During the Term, York University will track Dr. Embleton's nominal salary as a faculty member of York University which will be adjusted on an annual basis, where applicable. Upon Dr. Embleton's return to

York University, her salary will be increased by the same increases that would have been applied to her salary had she been a faculty member of York during the Term.

- D. Any service counted towards research and sabbatical leave at York University shall be frozen at the commencement of the Term, and Dr. Embleton shall not accrue any service towards administrative or research and study leave at York during the Term. Accrual of credit towards research and study leave at York shall resume at the conclusion of the Term upon Dr. Embleton's resumption of her full-time duties and responsibilities as a tenured faculty member at York University.
- E. In consideration of the provision of Dr. Embleton's services under this Agreement, during the Term York University shall invoice Laurentian quarterly for 100% of the full quarterly cost of the Compensation Arrangements applicable to Dr. Embleton, and Laurentian shall reimburse York University by such mechanism as the two parties may agree, within 30 days of each such invoice. In the event of default of such payment or payments, this Agreement may be terminated immediately by York University.
- F. During the Term, Dr. Embleton shall be subject to the out-of-pocket expense reimbursement policies of Laurentian, including for travel, relocation, meals and hospitality and other expenses associated with the secondment for Dr. Embleton. Laurentian will reimburse Dr. Embleton directly for these expenses.
- G. During the Term, Laurentian shall reimburse Dr. Embleton annually for housing expenses that shall not exceed \$34,000. This will be paid on a monthly basis and prorated for any part of a month.
- H. York acknowledges that Dr. Embleton's secondment to Laurentian as Interim President and Vice Chancellor while released from all duties of her tenured faculty member position at York University shall not constitute a conflict of interest under its Responsibilities of Faculty Members (Statement and Procedures). Dr. Embleton agrees that she shall not conduct any business on behalf of York University during the Term except for graduate or post-doctoral or visiting scholar supervision and research, as specifically agreed by Laurentian and York University and arranged in accordance with this Agreement.

- I. As Interim President and Vice Chancellor, Dr. Embleton agrees she shall act at all times in the best interest of Laurentian and shall not allow her ongoing appointment at York University to influence her assessment of such interests in any way.
- J. At the conclusion of the secondment, Dr. Embleton shall return to her position as a full-time tenured faculty member at York unless otherwise arranged by Dr. Embleton and York.

3. Indemnity

With regard to work undertaken or performed by Dr. Embleton on behalf of or under the direction of Laurentian during the period of the secondment, Laurentian agrees to indemnify and save harmless Dr. Embleton and York, its governors, officers and employees from and against all claims, demands, actions, suits and proceedings 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, and any costs (including legal costs) of enforcing this Agreement that Dr. Embleton and/or York may suffer or incur or for which Dr. Embleton and/or York may be liable that are based upon or arise out of any wilful or negligent act or omission by Laurentian, or by Dr. Embleton acting in good faith in the course of her secondment and within the scope of her duties as such, except to the extent caused or contributed to by York, its governors, officers or employees.

4. Addresses

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

Office of The President
York University
4700 Keele Street
Toronto ON M3J 1P3

Laurentian University
Chair of Board
Laurentian University
935 Ramsey Lake Road
Sudbury ON P3E 2C6

Dr. Sheila Embleton
127 Fifth Avenue
Woodbridge ON L4L 6Z5

5. Choice of Law

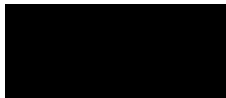
This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

6. Relationship of the Parties

The relationship of Laurentian and York established by this Secondment Agreement is that of independent parties, and nothing in this Agreement shall be construed: (1) to give either party the right or power to direct or control the daily activities of the other party; (2) to construe the parties as principal and agent, employer and employee, partners, joint ventures, co-owners or otherwise as participants in a joint undertaking; or (3) to allow either party (a) to create or assume any obligation on behalf of the other party for any purpose whatsoever or (b) to 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 York University

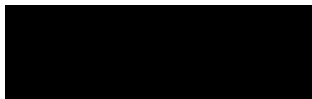


Dr. Rhonda Lenton
President and Vice Chancellor

December 5, 2022

Date of signature

On behalf of Laurentian University



Chair

November 30, 2022

Date of signature



Dr. Sheila Embleton

December 1, 2022

Date of signature