



UNIVERSITÉ D'OTTAWA • UNIVERSITY OF OTTAWA

June 3, 2008

Mr. Allan Rock Q.C.

Personal and Confidential

Dear Mr. Rock:

I am pleased to inform you that the Board of Governors of the University of Ottawa has authorized your appointment as President and Vice-Chancellor of the University of Ottawa.

This letter sets out the terms and conditions of your appointment:

1. Academic Rank

You will be appointed to the rank of Full Professor in the Faculty of Law effective July 15, 2008.

2. Term

Your appointment as President is for a period of four years and eleven and one half months (4.96 years) years, from July 15, 2008 to June 30, 2013. The mandate may be renewed in accordance with University procedures in place, as amended from time to time, six months before the end of your current mandate.

3. Duties and Responsibilities

As President, you shall satisfy all expectations of the office of Rector, as defined in the University of Ottawa Act, 1965, as well as in the University's Administration and Governance policies.

4. Remuneration

Effective July 15, 2008 your base salary will be \$395,000 per year, payable semi-monthly in arrears, less all deductions required by law as well as any required contributions for benefits. During your term as President your base salary will be subject to annual review by the Chair of the Board of Governors following an annual performance review by the Governance Committee.

5. Annual Review

You acknowledge and agree to an annual performance review process during your mandate as President. This process will be managed by the Governance Committee of the Board, and will involve:

- a. setting objectives that you will be expected to achieve in the year ahead, and the key activities to be undertaken in order to achieve those objectives; and
- b. an assessment of how well you have performed in the previous year, measured against the objectives set for that year.

6. Automobile

For the duration of your mandate as President, the University of Ottawa will cover the reasonable costs of leasing and operating a vehicle for your business and personal use (gas, maintenance, insurance), up to \$1,200 per month. These expenses are considered taxable benefits and will be added to your T4 slip as other income. The University will complete form T-2200 indicating that a vehicle is a necessary condition of employment.

7. Administrative Leave

Upon completion of your term as President as of June 30, 2013, you will be entitled to a one year (12 months) administrative leave at 100% of your base salary defined in Section 4, in place immediately before the administrative leave.

This leave is to allow you to prepare to assume your academic and scholarly responsibilities as a regular faculty member.

8. Post-end of Term Provisions

At the end of the administrative leave referred to in section 7 above, you will assume your academic and scholarly responsibilities as a regular tenure-track APUO faculty member with a regular teaching load in the Faculty of Law for an initial contract of 3 years from July 1, 2014 to June 30, 2017.

Your base salary during such three-year period will be set at an amount equal to 130% of the maximum salary of the rank of Full Professor as of the commencement of such three-year period and will remain at that set amount, without salary adjustments, until the maximum of the salary scale for the rank reaches the value of your salary.

Should your initial three-year contract not be renewed, you will be offered a final 18 months replacement professor contract with a regular teaching load, until December 31, 2018, with your base salary to remain at the level set during your initial three year contract.

9. Relocation Expenses

All reasonable relocation expenses will be reimbursed by the University of Ottawa, as if the Relocation Directive under the Treasury Board of Canada were to apply, upon presentation of a receipt for same. You must obtain two estimates, the lowest of which will be used by the University to calculate the reimbursement of your relocation expenses.

10. Pension

As President of the University of Ottawa you will be entitled to participate in the same pension plan as that approved by the Executive of the Board on July 10, 2007 for the President, Vice-Presidents and Secretary of the University, for your service as President from July 15, 2008 until the end of your mandate (including for the duration of any Administrative Leave granted under this agreement). The terms of the pension plan as approved by the Executive of the Board (from time to time) will govern your pension entitlement. The pension plan is designed to provide a pension benefit based upon your best 60 months of salary. The basic pension terms are summarized below.

There are three levels of plan benefits:

- a. Defined benefit registered pension plan, providing 1.3% (for earnings up to the YMPE) /2% (for earnings above the YMPE) benefit per year of pensionable service, based on best 60 months, up to the limits imposed under the Income Tax Regulations from time to time.
- b. Defined benefit SERP, providing 2% benefit per year of pensionable service, covering the difference between 120% of maximum amount of Full Professor salary scale and maximum amount covered under registered plan.
- c. Defined benefit SERP, providing 2% benefit per year in position of Vice-President or President at the University of Ottawa, covering the difference between best 60 months of salary and 120 percent of the maximum salary for a Full Professor.

11. Vacation and Other Benefits

You will be entitled to annual leave of 22 days per calendar year. No carry-over provisions apply from one calendar year to the next and annual leave days not used are not payable.

For all benefits other than those specifically provided in this contract, you are eligible to the same benefits as those of other academic members as specified in the collective agreement with the APUO and described on our web site:

<http://www.hr.uottawa.ca/benefits/who/apuo.php>

12. UN / International Committee Work

The University acknowledges that your continuing involvement with International and United Nations work is acceptable and, indeed, is in the interests of the University by increasing its international profile. The University further acknowledges that you have current international commitments as set out in Attachment "A" to this letter.

In addition to these commitments, it is understood that you may be asked to take on other international roles and responsibilities from time to time. Your acceptance of additional commitments will be subject to the prior approval of the Executive Committee of the Board of Governors.

In its deliberations as to such other additional commitments, the University recognizes that such activities accrue to the benefit of the University in its effort to broaden its international networks and reputation. However, it is understood and agreed that such commitments must be managed so as not to distract you from your essential obligations as President.

13. Expenses

Your reasonable expenses incurred directly or indirectly, which may contribute to the development and advancement of the University of Ottawa will be reimbursed to you, as per the general guidelines of Policy 60, as revised periodically, upon presentation of qualifying receipts.

14. Housing allowance

You will not be entitled to a housing allowance. However,

- a. for the period of July 15, 2008 to April 30, 2009, the difference between \$1,500 per month and the rent that you will receive through subletting of your apartment in Windsor, Ontario, if less than \$1,500 per month, will be reimbursed to you. In the event you cannot sublet the apartment, a monthly amount of \$1,500 will be reimbursed for the period set out above. In consideration of such payments, you undertake to take reasonable steps to sublet the apartment for the balance of your lease. You will be reimbursed reasonable expenses incurred to sublet the apartment; and
- b. for the period of July 15, 2008 to January 31, 2009, an amount of \$1,750 per month will be reimbursed to you to cover the cost of renting an apartment in Toronto for which you have an existing lease. In return, you will use these premises while on business for the University in Toronto.

15. Termination

Your employment at the University of Ottawa under this agreement may be terminated for cause by the University at any time, without notice or payment in lieu of notice. For the purposes of this agreement "cause" includes, but is not limited to, any conduct constituting cause under applicable legislation or at common law, and also includes any knowing breach in respect of the policies and procedures of the University in your role as an Officer of the University of Ottawa.

Should your mandate as President be terminated by the University before June 30, 2013 for any reason other than cause, as defined above, the following terms shall apply:

- a. You will be entitled to an administrative leave proportional to the fraction of your mandate that will have been completed at that time. The duration of the administrative leave, in months, will be calculated as follows:

$$\left[\frac{\text{number of months of mandate completed as President of the University}}{60} \right] \times 12$$

- b. After your administrative leave, you will assume your duties and responsibilities as a regular tenure-track APUO faculty member for an initial contract of 3 years. During the initial part of such three-year contract you shall receive a base salary established in accordance with section 4* for a period equal to:

- (i) 30 months if the termination occurs between July 15, 2008 and June 30, 2009;
- (ii) 24 months if the termination occurs between July 1, 2009 and December 31, 2011;
- (iii) 18 months if the termination occurs between January 1, 2012 and June 30, 2012
- (iv) 12 months if the termination occurs between July 1, 2012 and June 30, 2013

Thereafter, and for the balance of the 3 years, your salary will be set at an amount equal to 130% of the maximum salary of the rank of Full Professor as of the commencement of such three-year period and will remain at that set amount, without salary adjustments, until the maximum of the salary scale for the rank reaches the value of your salary.

[*: Since you will no longer be serving as President, there will be no annual increases to the base salary.]

- c. After the 3 year term set out in section 15 b. above, your appointment will be subject to renewal conditions and procedures set out in the APUO collective agreement. Your base salary during such renewal period will be a continuation of the salary you were receiving immediately prior to the commencement of such renewal period, for a

total period of five years from the date of the start of your three-year contract as APUO professor referred to in section 15 b. At the end of the fifth year, and until the end of the renewal period, the salary will be set at the maximum of the rank of Full Professor in accordance with the APUO collective agreement.

- d. Should your three-year contract described in section 15 b. not be renewed, you will be offered a final 24 months replacement professor contract with a regular teaching load, with your base salary to remain at the level prior to the commencement of such 24 month period.

Should your mandate be terminated by you, for any reason, advance notice of two months will be required. The Board may waive this notice, in whole or in part.

16. Confidentiality

You recognize that, in your position, you will have access to personal, financial, proprietary or other information that is strictly confidential. You therefore agree not to reveal this information to other persons or organizations, neither during the term of your employment at the University, or after.

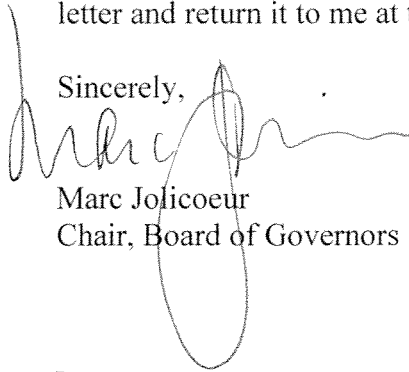
The terms and conditions of this agreement will remain confidential and will not become public unless required by legislation to which the University is subject to in the Province of Ontario.

17. Conflicts of Interest

As President, you are required to act in the best interests of the University at all times. As such, you recognize the importance of immediately identifying and addressing any actual or potential conflict which may exist or arise between your interests and those of the University. You undertake to advise the University immediately of any such actual or potential conflict of interest, and to cooperate with any reasonable measures which the University may deem necessary to address the conflict of interest. For the purposes of this agreement and your undertakings, your interests shall include any interest, pecuniary or otherwise, which may be held by you or a member of your immediate family, in any project, business, venture, investment or cause.

If the above is acceptable, I would ask you to sign the enclosed copy of this letter and return it to me at the earliest opportunity.

Sincerely,



Marc Jolicoeur
Chair, Board of Governors

I HAVE READ AND HEREBY ACCEPT THE TERMS AND CONDITIONS OF THIS APPOINTMENT.



Mr. Allan Rock Q.C.

June 3, 2008.

Date

Attachment "A"

Current and Pending International Assignments

Allan Rock

1. Chair of the Board, *Trust Fund for War Affected Children and Youth in Northern Uganda* (www.ugandafund.org). Responsible for oversight of Fund management, preparing Board agendas and presiding at its (telephone) meetings.
2. Special Advisor, Core Group on Sexual Violence in Eastern Democratic Republic of Congo. Working with a group of member states at the United Nations, led by Norway, and linking to staff in the Secretariat and at UN funds and agencies with relevant responsibilities, as well as to a number of NGO's present "on the ground". The objectives include raising awareness about this scourge, invoking Responsibility to Protect in the face of a mass atrocity, better co-ordinating the UN response, soliciting specific help from UN member states to bolster protection, end impunity for perpetrators through an effective justice and penal system, and improve treatment and services for victims. Assistance from francophone countries is especially important.
3. Member of International Advisory Board, *Security Council Report* (www.securitycouncilreport.org).
4. Member of the Advisory Board, *International Legal Foundation* (www.theilf.org).
5. Team Leader, Research Team on Protection of Civilians. This is an independent study that may be jointly commissioned by the humanitarian and peacekeeping departments of the United Nations to examine the efficacy in practice of Security Council resolutions providing for the protection of civilians in conflict and post-conflict situations. This assignment has not yet been confirmed, but I have committed to accept the post of Team Leader should it proceed.