

June 27, 2013

Personal and Confidential

Mr. Allan Rock, Q.C., President and Vice-Chancellor
University of Ottawa
Office of the President
Tabaret Hall, Room 212
550 Cumberland
OTTAWA, Ontario
K1N 6N5

Dear Mr. Rock:

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

Your contract for the extended term shall be on the same terms and conditions as your June 3, 2008 contract with the following changes:

1. Academic Rank

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

2. Term

Your initial appointment as President from July 15, 2008 to June 30 2013 has been extended for a period of three years from July 1, 2013 to June 30, 2016. 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 1, 2013 your base salary will be your present salary of \$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. Administrative Leave

Following completion of your term as President as of June 30, 2016, you will be entitled to nineteen (19 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.

7. Post-end of Term Provisions

At the end of the administrative leave referred to in section 6 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 three years from February 1, 2018 to January 31, 2021.

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 July 31, 2022, with your base salary to remain at the level set during your initial three year contract.

8. Pension

You will be entitled to continue to participate in the same pension plan as that approved by the Executive Committee 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 as President including for the duration of any Administrative Leave granted under this Agreement

9. 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.

10. 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.

In addition to those commitments, it is understood that you may be asked to take on other international roles and responsibilities from time to time. However it is understood and agreed that such commitments must be managed so as not to distract you from your essential obligations as President. Your acceptance of additional commitments will be subject to the prior approval of the Board Chair.

11. Expenses

Your entitlement to reimbursement of reasonable expenses, which contribute, to the development and advancement of the University of Ottawa will be reimbursed in accordance with university policies and subject to the approval of the Chair of the Board.

12. Research Allowance

You will be entitled to a research allowance of \$30,000.00 per year for three years. This allowance will be administered in accordance with University and Faculty policies and procedures and all expenditures will be subject to the approval of the Chair of the Board.

13. 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, 2016 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:

$$\left[\frac{\text{number of months of mandate completed as President of the University}}{96} \times 19 \right]$$

- 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 three years. During the initial year of such three-year contract, you shall receive a base salary established in accordance with section 4* for a period equal to 2 months. Thereafter, and for the balance of the three 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 three year term set out in section 13b above, your appointment will be subject to renewal conditions and procedures set out in the APU 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 13b.
- d. Should your three year contract described in section 13b 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.

14. 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

15. 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.

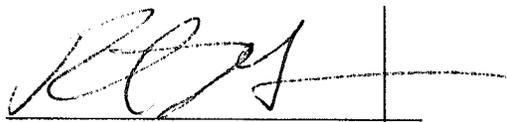
Sincerely,

Robert Giroux,
Chair, Board of Governors

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



Mr. Allan Rock, Q.C.



Date: July 31, 2013