

EMPLOYMENT AGREEMENT

BETWEEN:

HEALTH SCIENCES NORTH RESEARCH INSTITUTE

(the "Institute")

- and -

DOMINIC GIROUX

(the "Executive")

WHEREAS the Executive will be employed as the President & Chief Executive Officer of Health Sciences North (the "Hospital");

AND WHEREAS the Hospital has consented to the Executive also serving part time as the Chief Executive Officer of the Institute, and the Executive has accepted such a part time role, to be in addition to his full time employment with the Hospital;

NOW THEREFORE, in consideration of the terms and conditions set out below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Executive will be employed by the Institute in the position of Chief Executive Officer and shall perform the functions of that position under the direction and supervision of the Board of Directors of the Institute (the "Board"). The Executive shall:
 - (a) Executive agrees to act in accordance with Institute By-Law – Section 11 as set out in attached Schedule A and as may be amended by the Board from time to time, and the By-Laws of the Institute, and including responsibility for certain related and associated organizations.
 - (b) In general, Executive agrees to supervise, promote and direct the operations of the Institute so as to further its objectives as set out in its mission, vision, value statements and policies. He shall regularly report to the Board of Directors of the Institute on the affairs of the Institute and shall perform other duties as from time to time may be conferred upon or assigned to him by the Board.
 - (c) Without restricting the description of duties and responsibilities set out above, Executive may delegate any of the above duties to other members of staff of the Institute, save where specifically prohibited by law, or instruction of the Board.
 - (d) The Institute agrees not to substantially alter the duties and responsibilities of the position in a manner which would have the effect of a demotion from the position of Chief Executive Officer, or reduce the wages or benefits without cause or the consent of the Executive.
2. The Executive's employment began on October 2, 2017. This Agreement replaces the Executive's original employment agreement signed on April 30, 2017 which was for a term of five years commencing on October 2, 2017, and ending on October 1, 2022. This

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Agreement and the Executive's employment shall be for a term ending on October 1, 2027, unless earlier terminated by either party in accordance with the provisions below (the "Term").

3. The parties may enter into a renewal or extension of this Agreement upon mutual agreement. If either party wishes to do so, it should notify the other at least eighteen months prior to the end of the Term. If no renewal is agreed, the employment shall terminate at the end of the Term without further notice or payment of any kind other than such minimum severance pay and other amounts as may be required pursuant to the *Employment Standards Act, 2000 (as amended)*.
4. Executive will receive an annual base salary from the Institute as set out in attached Schedule B, less any applicable statutory and other deductions, payable in accordance with the Institute payroll practices and other statutory obligations. The Executive's salary shall be subject to annual review and increase in accordance with performance outcomes, applicable legislation and any relevant Executive Compensation Framework approved by the Board. Fifteen percent of the Executive's annual base salary (as may be increased during the Term) shall be "at risk" pensionable compensation, that is earned based on the achievement of a defined number of mutually agreeable performance targets, approved by the Board.
5. Executive shall be entitled to 35 vacation days per calendar year without loss of salary, effective as of January 1, 2018. Unused days will not be carried forward to the following year, and are forfeited without any additional payment or accrual value. Absences of greater than three consecutive weeks must be approved by the Board in advance. It is understood and agreed that vacation days will be taken at the same time as those taken from the Hospital.
6. Executive shall be permitted to attend professional development opportunities from time to time, to be agreed in consultation with the Board Chair.
7. Executive shall not participate in the Institute's group benefit plans as provided to all managers, with the exception of Group Life Insurance, Short and Long-Term Disability, and the Hospital of Ontario Pension Plan ("HOOPP"), in accordance with the terms of the applicable plans. Benefit coverage and premium cost sharing will be in accordance with Institute policy for the management group. The Executive will participate in the Hospital's Health and Dental Benefit Coverage.
8. Executive will be reimbursed for reasonable expenses incurred in the performance of his duties in accordance with the Institute's policies.
9. This Agreement and the employment of Executive may be terminated at any time in the following manner:
 - (a) By the Executive, by providing six months' advance notice in writing. An earlier departure may be mutually agreed by the parties;
 - (b) By the Institute at any time without cause by providing Executive with advance notice for the lesser of:
 - (i) eighteen months plus one month per completed year of service, to a maximum of twenty-four months; or
 - (ii) the remainder of the Term,

in full satisfaction of all notice and severance obligations. The Institute may at its option provide continuation of the Executive's base salary and benefits, with the exception of Short and Long-Term Disability coverage, in lieu of working notice for such period, or until the date that the Executive commences new employment, whichever is earlier.

- (c) By the Institute at any time, without advance notice or payment in lieu of notice, for just cause.
 - (d) Should the Executive be enrolled under any benefits plans of the Institute at such future date, the Executive's coverage under such plans shall continue in accordance with 9. (b)(ii).
 - (e) Should the above be less than the Executive's entitlements under the applicable employment standards legislation, the Executive shall receive his entitlement under such legislation instead of the above, in full satisfaction of all notice and severance obligations.
10. Should the Executive's employment with the Hospital end at any time for any reason, his employment with the Institute shall also terminate.
11. Executive shall not engage in any activity or undertake other responsibilities or positions that conflict or potentially conflict or create the appearance of a conflict with his duties and responsibilities hereunder, nor shall he undertake employment with any other employer apart from the Hospital without written permission of the Board.
12. In the event that a conflict of interest or perceived conflict of interest arises as a result of the Executive's role with the Hospital, or where a conflict of interest arises as between the Hospital and the Institute, the Executive shall promptly disclose such to the Board Chair.
13. The Institute agrees that it shall defend, hold harmless and indemnify the Executive during the Term and following the termination of his employment from any and all demands, claims, suits, actions and legal proceedings brought against the Executive in his capacity as agent and employee of the Institute, including payment of legal costs, charges and expenses of a civil or administrative action or proceeding, to the extent permitted by law, where:
- (a) The subject incident arose while the Executive was acting in the scope of his employment and in good faith; or
 - (b) An administrative proceeding seeks a monetary penalty against the Executive, and the Executive reasonably and in good faith believed that the action to which the penalty relates was lawful.

The Executive acknowledges that the Institute is not liable to indemnify him for any actions undertaken or omissions made by the Executive outside of his duties as Executive, or in any circumstances where the law prohibits the indemnification of an executive, officer or director.

14. In the course of Executive's employment with the Institute, he shall acquire and have access to sensitive and confidential information belonging to the Institute, the Hospital, and patients, including personal health information, research plans, research results, inventions, technologies, operations and other confidential materials and information.

Executive agrees that he shall not (either during the period of his employment or any time thereafter) use such information for any purpose other than on behalf of the Institute or the Hospital in furtherance of his duties, and he shall not disclose any such information to any person other than for the purposes of the Institute, of the Hospital or, as ordered under the authority of any statute.


15. In the course of Executive's employment with the Institute, he may create or contribute to work product, including all information, materials, inventions, ideas, treatments, formulae, works, drawings, designs, specifications, plans, documentation, reports, research, material, algorithms, solutions, requirements, architecture, techniques, know-how, methods, methodologies, tools, processes, templates, test cases and plans, test scripts, tapes, discs, code, notes, memoranda, data, prototypes, improvements, enhancements, innovations, modifications, corrections, updates, upgrades, derivatives, revisions, translations, abridgements, condensations, expansions, transformations or adaptations to or regarding any of the foregoing, and other original works of authorship, whether in tangible or intangible form (the "Work Product"). Executive agrees that all such Work Product is exclusively owned by the Institute, and he hereby irrevocably assigns all right, title and interest in and to the Work Product to the Institute, and irrevocably waives all moral rights thereto. Executive agrees to provide to the Institute all assistance reasonably required to protect or register its intellectual property in the Work Product, including, without limitation, assistance in the preparation of any applications for registration or other protection, execution and delivery of any and all assignments, instruments and documents required to evidence the Institute's ownership of such Work Product throughout the world, and cooperation with the Institute in obtaining, defending and enforcing its rights therein. If the Institute requires such assistance following the termination of the employment relationship, the Institute shall pay Executive reasonable per diem compensation for such assistance.
16. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario. In the event that any term is found to be contrary to law, that term will be amended to conform to the law or deleted and the other terms of the Agreement shall remain binding on the parties.
17. This Agreement represents the complete agreement between the parties and any other agreement, written or oral, explicit or implicit is hereby revoked and of no further force or effect. Further, any modifications to this Agreement must be in writing and signed by the parties hereto.
18. Executive acknowledges that he has had the opportunity to read, and understands this Agreement, and has had the opportunity to consult legal counsel.

DATED AT Sudbury, Ontario, this 16 day
of June, 2021.


Witness


DOMINIC GIROUX

**HEALTH SCIENCES NORTH MEDICAL
RESEARCH INSTITUTE**


Witness


By: Floyd Laughren, Board Chair

SCHEDULE A

HSNRI By-Law – Section 11

11 CHIEF EXECUTIVE OFFICER

11.1 Appointment Of The Chief Executive Officer

- 11.1.1 The Chief Executive Officer shall be appointed by the Board in accordance with its approved selection process.
- 11.1.2 The Board may at any time revoke or suspend the appointment.
- 11.1.3 The Chief Executive Officer may have such other name as the Board determines appropriate for management purposes.

11.2 Duties Of The Chief Executive Officer

The Chief Executive Officer shall,

- 11.2.1 be accountable to the Board;
- 11.2.2 be responsible to the Board for the organization and management of the Corporation in accordance with policies established by the Board and subject to direction of the Board;
- 11.2.3 ensure appropriate systems and structures are in place for the effective management and control of the Corporation and its resources including the employment, development, control, direction and discharge of all employees of the Corporation consistent with the strategic plan set by the Board;
- 11.2.4 annually prepare and present to the Board the Chief Executive Officer goal package, and regularly update the Board on the progress in meeting these goals;
- 11.2.5 ensure structures and systems for the development, review and recommendation of new programs, program expansion or changes;
- 11.2.6 ensure effective human resources strategic planning and identify resource implications;
- 11.2.7 establish an organizational structure to ensure accountability for fulfilling the mission, objectives and strategic plan of the Corporation;
- 11.2.8 communicate with related agencies to promote coordination and/or planning of research initiatives;
- 11.2.9 represent the Corporation externally to the community, government, media and other organizations and agencies;
- 11.2.10 be responsible for the payment by the Corporation of all salaries and amounts due from and owing by the Corporation which fall within the purview and scope

of the approved annual budget or otherwise as may be established from time to time by resolution of the Board;

- 11.2.11 be responsible to the Board for taking such action as considered necessary to ensure compliance with the Act, the regulations thereunder, the By-laws of the Corporation and all other statutory and regulatory requirements;
- 11.2.12 be entitled to notice of, to attend and to speak at any meeting of the Board, any committee (including the Executive Committee) or the members, except for meetings held in camera or meetings at which the Chief Executive Officer's compensation or performance are discussed;
- 11.2.13 establish and maintain a succession plan satisfactory to the Board;
- 11.2.14 be the Secretary of the Board; and
- 11.2.15 perform such other duties as may be directed from time to time by the Board.

SCHEDULE B

Salary Range over Term of Agreement

Note 1: The amount of annual re-earnable "at risk" salary is based on performance of the Executive. Movement within the range is subject to satisfactory performance. Annual Base Salary is paid via regular bi-weekly payroll with the Annual Performance Re-earnable (based on performance results for each Fiscal Year) payable in a lump sum payment via payroll on or around July 15th of each year. The timing of payment is based on the timing and completion of the Board performance review process.

Effective Date	Annual Based Salary	Annual Performance Re-earnable 15%	Maximum Allowable Salary
Start	\$78,602	\$11,790	\$90,392
April 1, 2018	\$80,206	\$12,031	\$92,237
April 1, 2019	\$81,843	\$12,276	\$94,119
April 1, 2020	\$83,513	\$12,527	\$96,040
April 1, 2021	\$85,217	\$12,783	\$98,000

Note 2: Annual Base Salary and re-earnable will be pro-rated from start date up to and including March 31, 2018