



June 4, 2020

Dr. Karen Mossman  
McMaster University

Dear Karen:

On authorization of the Board of Governors of McMaster University, and pursuant to a recommendation of the Senate of the University, I am pleased to offer you the appointment of Vice-President (Research). Once you sign and return this letter it will become a binding contract ("Agreement") between you and the University. For further clarity the terms of this Agreement will be reviewed in the event that Compensation Restraint Laws (defined below) are substantially amended.

**1. Position.**

- a. If you accept this offer of employment, you will be appointed as Vice-President (Research) ("Appointment"). During the term of this Appointment, you will faithfully, effectively and satisfactorily perform all of the duties and acts that are usual or necessary in carrying out the Office of the Vice-President (Research), including those which may be required by the *McMaster University Act, 1976* and those described in the attached Schedule "A" hereto, which is incorporated into, and forms part of, this Agreement.
  - b. Subject to the approval of the Senate and the Board of Governors, the duties and responsibilities as defined in the attached Schedule "A" may be amended from time to time by the University as it deems necessary.
  - c. Each contract year, you will develop and implement annual performance objectives in addition to the normally expected duties of the position. These annual performance objectives will form the basis of your annual salary review referenced in paragraph 3. Annual performance objectives shall be subject to review by, and agreement of, the President.
2. **Effective date.** The Appointment will begin on July 1, 2020 ("Start Date"). We anticipate that the Appointment will end on June 30, 2025 ("End Date"), but either you or the University can terminate the Appointment at any time in accordance with paragraph 10 below. Unless the Agreement is terminated in accordance with paragraph 10, or we agree in writing to renew the Appointment, the Appointment will end without further notice on June 30, 2025.

### 3. **Compensation.**

- a. Remuneration Review. Your compensation is subject to compensation restraint legislation, including Part IV.1 of the *Broader Public Sector Accountability Act, 2010*, SO 2010, c 25 and the *Broader Public Sector Executive Compensation Act, 2014*, SO 2014, c 13, Sch 1, and related regulations, as amended from time to time (collectively, “Compensation Restraint Laws”). Your compensation may be reviewed during the term of your Appointment, subject to the approval of the Board of Governors and to the extent permitted under Compensation Restraint Laws. In the event that Compensation Restraint Laws are substantially amended during the Appointment, the terms of this Agreement will be reviewed and mutually acceptable adjustments, compliant with amended Compensation Restraint Laws, may be negotiated at that time
- b. Salary. You will receive an annual base salary of \$280,000 (less all applicable tax withholdings and other statutory deductions based on 26.0892 payroll deposits per year), prorated for partial years, if any. This salary shall continue during your annual vacation leave and is inclusive of your vacation pay entitlements under the *Employment Standards Act, 2000*, as amended from time to time (“ESA”).
- c. Performance/Variable Pay. In addition to your Salary, you will be eligible to participate in the Performance/Variable Pay Plan (“P/VP Plan”) with the specific terms of your P/VP Plan will be communicated to you by the President on an annual basis. It is understood that the P/VP Plan payment will be an annual payment up to the greater of:
  - i. 10% of your annual salary, or
  - ii. the amount permitted under Compensation Restraint Laws.

The University reserves the right to amend the P/VP Plan from time to time.

### 4. **Pension & Benefits.**

- a. Health & Welfare Benefits. You will continue to be entitled to health and welfare benefits, including extended health and dental benefits, long term disability coverage, life insurance, and tuition assistance/bursary benefits, the details of which are summarized in the accompanying document titled, “Benefits Plan Summary for Vice-Presidents”.
- b. Defined Benefit Pension Plan. You are entitled to continue to participate in the *Contributory Pension Plan for Salaried Employees of McMaster University Including McMaster Divinity College 2000*, as summarized in the accompanying document titled, “Highlights of the McMaster Salaried Pension Plan – Applicable to Vice-Presidents with a Faculty Appointment”.
- c. Supplemental Defined Contribution Plan. If and when it becomes permissible under Compensation Restraint Laws, you will be entitled to participate in the *McMaster University Defined Contribution Supplemental Retirement Plan for Specified Employees* (“Supplemental Plan”). The University reserves the right to amend, modify or terminate the Supplemental Plan, in whole or in part, in its sole discretion.

- d. Vehicle Allowance. In order to conduct your duties on behalf of the University, you will be provided with a bi-weekly vehicle allowance, which amounts to \$9,600 per year. You will not be entitled to reimbursement for any expenses related to the use of your vehicle for University business purposes within the area covered by the City of Hamilton and the City of Burlington. Reimbursement for travel outside this specified area will be compensated at the University's current per kilometer rate, in accordance with University policies and procedures, which may be amended from time to time.
- e. Research Expenses. During each year of this Agreement, the University will reimburse reasonable research expenses you incur in the pursuit of your scholarly activities to a maximum amount of \$80,000 per year ("research amount"). All reimbursements made to you for this amount shall be supported by proper documentation evidencing your expenses(s). Any unused balance of this research amount may be carried forward from one year to the next to a carry-forward maximum of \$80,000, provided that the total balance in the research account does not exceed \$160,000 in any single contract year. The remaining unused balance upon the termination of this Agreement may be used in pursuit of your scholarly activities for a period of up to two years after the date of the end of the Term of this Agreement, provided you maintain an academic appointment in accordance with paragraph 12 below. Any assets purchased with the research amount are and will remain the property of the University.
- f. Technology. You may use University property, such as a laptop or mobile phone, in the course of your duties, but all such property will remain the property of the University during and after the term of your Appointment.

5. **Leaves, Vacations & Holidays.**

- a. Annual Vacation Leave. You are entitled to an annual paid vacation leave of six weeks in accordance with the University's policies and practices, inclusive of your vacation entitlements under the ESA.
- b. Public Holidays. You are entitled to all specified holidays generally observed by University faculty and staff, inclusive of your public holiday entitlements under the ESA.
- c. Administrative Leave. You are eligible for an administrative leave, with the approval of the President, in accordance with the University's *Administrative Leave Policy*, as amended from time to time. No personal financial compensation will be available for any leave not taken. As at June 30, 2020, you will have completed seven years of eligible service in administrative positions.
- d. Other Statutory Leaves. You are entitled to other unpaid statutory leaves of absence to the extent required under the ESA.

6. **Expenses.**

- a. You will be reimbursed, in accordance with the University's policies, for reasonable and necessary expenses incurred in connection with the fulfillment of your role as Vice-President (Research). These expenses are subject to final approval of the President.

- b. If you have any questions about whether the expenses you will incur will be approved by the President, you will seek the approval of the President before you incur such expenses. If you fail to seek such approval, and the President determines that your expense(s) did not fall within the scope of the University's policies or this Agreement, the President will not approve, and you will not receive reimbursement for such expenses.
  - c. Reimbursement for your travel expenses for trips that are in excess of one week outside of Canada is subject to prior written approval by the President. You will provide the President with reasonable notice of such proposed expenses.
  - d. Only airline travel that is outside of North America may be business class. If you seek an exception to this use of business class travel, you must obtain the prior written approval of the President.
  - e. There are certain occasions, including long distance business-related trips and business-related social activities, where you are permitted to utilize taxis or limousines in lieu of driving.
7. **Gifts.** If you receive a gift valued at \$500 or more and if the gift was given to you in your capacity as a representative of McMaster University, including any gift given while you were traveling on University business or receiving visitors to the University, you are required to disclose to the President the nature of the gift, its approximate commercial value; the circumstances under which the gift was given to you, and whether the gift was received by you as a representative of McMaster or in your individual capacity. Any such unapproved gifts that are received by you as a representative of McMaster University shall be disposed of in a manner agreed to in writing by the President.
8. **Service Contracts.** You agree to submit any existing or proposed employment or service contract, including renewals and amendments, involving the University and your partner or family members to the President for review and approval, amendment or rejection.
9. **Source Deductions.** Your remuneration and taxable benefits under this Agreement shall be subject to statutory deductions, withholdings and remittances for income tax, the Canada Pension Plan, and employment insurance.
10. **Termination of Employment.**
- a. End of Term. Unless this Agreement is terminated earlier in accordance with the following paragraphs, or we agree in writing to renew your Appointment, this Agreement will end without further notice on June 30, 2025.
  - b. Resignation. You may, without providing reasons for doing so, terminate your Appointment as Vice-President (Research) by providing the Board with at least six months' written notice. Following your notice of resignation, the University acknowledges and agrees that you may maintain your academic appointment as Professor with tenure in the Faculty of Health Sciences, subject to the policies and procedures established by the University from time to time related to tenured faculty members. However, the University may, at its sole discretion, determine the extent to which you will remain active and/or appointed as Vice-President (Research). In any event, the University will continue your benefits and

remunerations for the duration of the resignation notice period, unless your employment is terminated for cause.

c. Termination for Cause. Notwithstanding paragraph two above, the Board may terminate your Appointment as Vice-President (Research) at any time for “cause”, without notice or salary and benefits in lieu, save and except notice or wages and benefits that may be required under the ESA, if any. “Cause” includes anything that would constitute just cause for summary dismissal at common law. The failure by the University to rely on this provision in any given instance or instances shall not constitute a precedent or be deemed a waiver.

d. Termination Without Cause. The University may terminate your Appointment as Vice-President (Research), in its sole discretion for any reason, without cause, by providing you with six months’ notice, or wages and benefits in lieu, inclusive of your termination notice entitlements under s. 57 of the ESA, plus:

- i. all accrued remuneration, entitlements and benefits as of the date of termination notice; and
- ii. statutory severance pay, if any, as required under s. 64 of the ESA.

The University acknowledges and agrees that if your employment as the Vice-President (Research) is terminated under this paragraph, you may nevertheless maintain your academic appointment, subject to the policies and procedures established by the University from time to time related to tenured faculty members.

e. Provisions Applicable to Any Termination.

- i. Except as described in this Agreement, you will have no claim against the University, its affiliates, or any of its or their officers, directors or employees, for damages arising out of the termination of your employment, whether arising pursuant to the ESA, the common law or otherwise.
  - ii. All equipment, documents, property or any other materials of any kind, including confidential information, created or obtained by you in the course of your employment, shall be surrendered promptly to the University, in good condition, upon the termination of your employment.
  - iii. The rights and obligations in this Agreement which, by their nature survive the termination of your employment, shall continue in full force and effect notwithstanding the termination of your employment by either party.
- f. The Parties agree that, should you become disabled such that you are incapable of performing the duties of Vice-President (Research) for one year, your appointment as Vice-President (Research) shall be terminated in accordance with paragraph 10(d) above. You acknowledge that, in such circumstances, accommodation for the position of Vice-President (Research) would amount to undue hardship for the purposes of the Ontario *Human Rights Code*, R.S.O. 1990, c. H. 19.

- g. The University acknowledges and agrees that if your appointment as Vice-President (Research) is terminated under this paragraph, you may nevertheless maintain your academic appointment, subject to the policies and procedures established by the University from time to time related to tenured faculty members.

11. **Faculty Appointment.**

- a. If you accept this Appointment as Vice-President (Research), the University will maintain your tenured academic appointment as Professor with tenure in the Department of Pathology and Molecular Medicine in accordance with the policies and procedures of the University. If this Agreement is terminated prior to its expiry, you will be entitled to resume full-time the duties of full professor in the Faculty of Health Sciences, with tenure. The termination of this Agreement, whether for cause or not, shall not result in the termination of your academic appointment, unless the reasons for the termination of this Agreement constitute “adequate cause” for the termination of tenured faculty members in accordance with the policies and procedures established by the University from time to time.
- b. Your salary for your academic appointment, following the completion of your Appointment, will be established in accordance with the applicable University policy, which you acknowledge may change from time to time. At the time of the execution of this Agreement, University policy provides that the salary for your academic appointment will be the equivalent to the average of the highest four salaries paid to tenured faculty at the University, excluding salaries paid to administrative faculty and salaries and stipends paid in the Faculty of Health Sciences, calculated as at the date of the termination or expiration of this Agreement, as the case may be.
- c. In your academic appointment, you will continue to be subject to all pertinent rules, regulations, policies, and procedures governing faculty members as established from time to time. Further, your academic appointment may only be terminated in accordance with the policies and procedures established by the University for termination of tenured faculty members.
- d. While employed as the Vice-President (Research), you will not be eligible to accrue or take Research Leave.

12. **Miscellaneous.**

- a. Legal Advice. You acknowledge and agree that you have obtained independent legal advice in connection with the execution of this Agreement. Further, you acknowledge and agree that you have executed this Agreement voluntarily and with full knowledge of, and in agreement with, all of its terms and provisions.
- b. Notices. All official notices sent under this Agreement shall be in writing and served by email, facsimile or overnight courier to the addresses shown below. Either party may change its address by written notice to the other party.

**University:**  
President and Vice-Chancellor  
McMaster University  
Office of the President  
Gilmour Hall Room 238  
1280 Main Street West  
Hamilton, ON L8S 4L8  
Email: president@mcmaster.ca

**Vice-President (Research)**  
McMaster University  
Office of the Vice-President (Research)  
Gilmour Hall, Room 208  
1280 Main Street West  
Hamilton, ON L8S 4L8  
Email: vprsrch@mcmaster.ca

- c. Entire Agreement. If you accept this offer of employment it will constitute the entire agreement between you and the University, and all other agreements, whether written or oral, express or implied, which may have existed between you and the University are hereby superseded and terminated.
- d. Privacy & Access to Information. You acknowledge and agree that the University is subject to the provisions of the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, C. F. 31, and that the details of this Agreement may be made public to all of the University's stakeholders and members of the general public. Furthermore, you consent to the University's collection, use, and disclosure of personal information about you, your spouse or partner, dependents or beneficiaries, to the extent that this is reasonably required to administer the employment relationship. You understand and acknowledge that you do not have a reasonable expectation of privacy in your use of the University's communications and electronic systems.
- e. Jurisdiction. This Agreement shall be interpreted in accordance with the laws of the Province of Ontario and Canada, as applicable, as they exist on the date on which this Agreement has been executed by both Parties.
- f. Severability. If any provisions of this Agreement become, or are deemed to be, invalid, illegal or unenforceable, such provision shall be deemed amended to conform to applicable law so as to be valid and enforceable or, if it cannot be amended without materially altering the intention of the parties, it shall be stricken and the remainder of the Agreement shall remain in full force and effect.
- g. No Waiver. No failure on the part of either party to exercise, and no delay in exercising, any right, remedy, or power under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, remedy or power preclude any other or further exercise of any other right, remedy, or power under this Agreement. No waiver shall be valid unless it is in writing and signed by the party to be bound thereby.
- h. Counterparts. This Agreement shall be executed by the parties on the dates, and at the places specified below, and, shall be executed in two original copies which shall each be deemed to be an original.


\* \* \*

Karen, I very much appreciate your ongoing commitment to the University and am looking forward to working with you over the next few years.

Please indicate your acceptance of this Agreement by signing below and returning this letter to me as soon as possible.

If you have any questions regarding any of these terms please do not hesitate to contact me.

Yours Sincerely,

  
David Farrar  
President and Vice-Chancellor  
McMaster University

cc: University Secretary  
Human Resources

**ACCEPTANCE**

I have had sufficient time to review this Agreement, and hereby accept the Appointment in accordance with the terms and conditions set out above. Receipt of a copy of this letter is hereby acknowledged.

  
KAREN MOSSMAN

June 4, 2020

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DATE



## SCHEDULE "A"

Complete Policy Title: <b>Vice-President (Research) Terms of Reference</b>	Policy Number (if applicable):
Approved by: <b>Senate Board of Governors</b>	Date of Most Recent Approval: <b>June 3, 2020 June 4, 2020</b>
Date of Original Approval(s): <b>February 8, 2006 February 16, 2006</b>	Supersedes/Amends Policy dated:
Responsible Executive : <b>President</b>	Enquiries: <a href="#"><u>University Secretariat</u></a>

**DISCLAIMER:** *If there is a Discrepancy between this electronic policy and the written copy held by the policy owner, the written copy prevails.*

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McMaster University is a leading research-intensive university and is committed to maintaining and further strengthening its capability for outstanding research, innovation and scholarship that contributes to the economy and quality of life, both nationally and internationally.

The Vice-President (Research) oversees the entire research portfolio, which includes leading the development of research strategy and related goals for the institution, establishing priorities and policies that attract and retain outstanding researchers, advocating with government, granting councils and industrial and other partners to attract resources to support all research activities at McMaster, promoting and enhancing the reputation and visibility of McMaster's research and scholarship, both nationally and internationally, leading the University's innovation, knowledge mobilization and commercialization activities and fostering an environment where creativity, scholarship and research excellence can flourish and where researchers can excel. In particular, the Vice-President (Research) will play a leading role in the University's Brighter World Research Initiative (BWRI), and will work closely with the President, the Vice-President (University Advancement) and the McMaster research community to support the initiative and attract resources and funding to the research enterprise.

The position of Vice-President (Research) shall be held by a qualified faculty member, appointed for a renewable five-year term. The individual will be selected by a Senate *Ad Hoc* Selection Committee for nomination through the Senate Committee on Appointments to the Senate and the Board of Governors, as required by *The McMaster University Act, 1976* and the Senate By-laws.

### REPORTING RELATIONSHIPS

Reports to: The President and Vice-Chancellor

Directly Reporting Positions:

Associate Vice-President (Research)  
Assistant Vice-President (Research Partnerships and Innovation)

Assistant Vice-President (Research Administration)  
Assistant Vice-President (Nuclear)  
Executive Director, McMaster Industry Liaison Office (MILO)  
Director, Research and High Performance Computing Support

Director, Nuclear Operations and Facilities  
Research Ethics Office  
Biosafety Office  
Health Research Services  
The Directors of a number of Inter-Disciplinary Research  
Centres and Institutes

Collaborates with: Provost and Vice-President (Academic), Dean and Vice-President (Health Sciences), Vice-President (Administration), Vice-President (University Advancement), Vice-Provost (International Affairs), Vice-Provost and Dean (Graduate Studies), Deans of Faculties, and Associate Deans (Research) within each Faculty

## **COMMITTEES**

Board of Governors (observer)  
Planning and Resources Committee (member)  
Senate (member)  
[Board-Senate] University Planning Committee (member)  
Committee on Appointments (member)  
Committee on Research Institutes (chair)  
Graduate Council (member)  
All of the Faculties (member)  
Intellectual Property Board (chair)  
University Research Council (chair)  
McMaster University Advisory Committee for Human Research Ethics (MUARCHE) (chair)  
President/Vice-Presidents (member)  
President/Vice-Presidents/Deans (member)  
Arts Research Board (member)  
Science and Engineering Research Board (member)  
McMaster Innovation Park (Board Chair)  
IT Executive Governance Committee (member)

## **MAJOR RESPONSIBILITIES**

### **A. Research Strategy and Priorities**

Working within the collegial decision-making environment of the University and collaborating closely with colleagues within the senior administration, the University's governing bodies and the University Research Council, the Vice-President (Research):

1. Leads the development of strategy for the research portfolio, including establishing ambitious institutional goals and priorities, working to address challenges, and supporting broader University planning by clearly articulating those goals and priorities to the University community.
2. Leads the development of research-related policies and practices, including the development of policies intended to sustain and enhance the research portfolio, support and actively engage researchers, ensure the maintenance of an ethical research environment in compliance with all relevant regulations and funding requirements, and maintain and advance McMaster's reputation as a top-class research-intensive University.

3. Oversees the University's overall research funding, including developing strategies aimed at increasing McMaster's share of federal, provincial and other research funding opportunities, working to develop and strengthen relationships with industrial, commercial and other funding partners, and seeking alternative and innovative sources of funding for research, including through the Brighter World Research Initiative.
4. Oversees the development and maintenance of the University's research infrastructure and platforms, including the McMaster Nuclear Reactor and other new and existing facilities and equipment, and works closely with researchers and members of the University Research Council to identify priorities and address areas of need. Provides support and guidance for Research Institutes and Centres, including overseeing regular reviews and ensuring appropriate oversight and accountability.
4. Leads the development and implementation of strategies to foster innovation, social entrepreneurship and creativity and encourage and support the sharing and mobilization of knowledge within the University and the broader community with the intention of advancing human understanding and achieving broad societal benefits.
5. Works with the McMaster Indigenous Research Institute to support and advance Indigenous research, including facilitating the increased visibility of Indigenous Knowledge and methodologies, and creating space for dialogue between Western research approaches and Indigenous research collaborations.
6. Oversees the development of strategies and policies related to the commercialization of research discoveries and provides leadership, guidance and support with regard to technology transfer activities, including the protection of intellectual property, proprietary knowledge, ideas and inventions, and the formation of spin-off companies. Fosters an environment that supports and enables creativity, innovation and entrepreneurship across the campus research community.
7. Plays a key leadership role in developing and facilitating close relationships between the University and McMaster Innovation Park, leading the development of a strategy which capitalizes on the strengths of the University and McMaster Innovation Park and which advances and supports the research and commercialization eco-system.
8. Works closely with the Vice-Provost and Dean (Graduate Studies) and the Faculty Deans to ensure that graduate and undergraduate students are integrated into a culture of creativity, innovation and research excellence and are prepared through their studies to contribute as engaged and thoughtful citizens to the economy and life of Canada and beyond.
9. Builds and facilitates partnerships, both internally and externally:
  - Develops the framework and infrastructure needed to enable inter-disciplinary, inter-institutional and multiple-sector research partnerships to develop and flourish;
  - Develops relationships and works in partnership with colleagues in the affiliated hospitals to advance collaborative research;
  - Works collaboratively to advance inclusive excellence in research through the development and strengthening of institutional infrastructure and capacity to integrate equity, diversity and inclusion principles and practices across research activities and communities; and
  - Works closely with the Vice-Provost (International Affairs) to develop and strengthen international research partnerships and collaboration.

## **B. Advocacy and Promotion**

Working in close collaboration with the President, the other Vice-Presidents and colleagues in the Office of Communications and Public Affairs, the Vice-President (Research):

1. Represents and advocates on behalf of the University on all matters related to the research portfolio before the federal, provincial and municipal governments, to granting councils and funding agencies. Takes an active leadership role in the work of inter-institutional groups engaged in research advocacy, funding and policy matters, such as the Ontario Council on University Research (OCUR) and the U15 Research Committee.
2. Represents and advocates on behalf of the University to the corporate and industrial sectors on matters involving research, builds partnerships, fosters support and coordinates and expedites interactions with the University.
3. Works to develop and advance McMaster's reputation as a leading research-intensive University nationally and internationally and to promote awareness of the social and economic impact of the University's knowledge creation, innovation and research. Promotes McMaster's research achievements and the accomplishments of researchers, both internally and externally, and facilitates an environment that recognizes, supports and develops talented researchers and research teams in all Faculties and at all levels.
4. Works with the President, the Provost and the Vice-President (University Advancement) to develop fund-raising strategies in areas associated with research and to seek additional and innovative sources of research funding. Plays a leadership role in the Brighter World Research Initiative, working with the President, the Vice-President (University Advancement) and members of the McMaster research community to identify priorities, develop revenue-raising strategies, and secure funding for all aspects of the research portfolio.

## **C. Administration and Oversight**

1. Oversees all administrative services supporting research, including the Research Office for Administration, Development and Support (ROADS), the McMaster Industry Liaison Office (MILO), the McMaster Nuclear Reactor, Research Finance and Administration, Research and High Performance Computing Support, Health Physics, Health Research Services, the Biosafety Committee, the Research Boards, and Senate/Board approved Research Institutes.
2. Oversees the University's research funding, ensuring compliance with all relevant accounting and other requirements specified by funding bodies, and administers the operating budget for the research portfolio.
3. Serves on a variety of University Committees, including Chairing the University Research Council, and the board of McMaster Innovation Park.
4. Oversees the protection, use and development of intellectual property, including the commercialization of technology, know-how and inventions and the formation of spin-off companies, and creates and supports an environment that recognizes and fosters innovation, creativity and entrepreneurship.