

EMPLOYMENT AGREEMENT ENTERED INTO AT MONTREAL, QUÉBEC AS OF THIS 2ND DAY OF FEBRUARY 2011.

BY AND BETWEEN : **Concordia University**, a corporation duly incorporated by the *Concordia University Act* S.Q. 1948, c. 91 as amended by S.Q. 1959, c. 191 and S.Q. 2006, c. 69 having its head office at 1455 de Maisonneuve Boulevard West, suite GM-804, City of Montreal, Province of Quebec, H3G 1M8

(hereafter referred to as the “**University**”)

AND: **Dr. Frederick H. Lowy**, residing and domiciled for the purposes of this agreement at

(hereafter referred to as the “**Employee**”)

WHEREAS The **University** wishes to retain the services of the **Employee** in the capacity of President and Vice-Chancellor and benefit from the **Employee’s** experience and knowledge;

WHEREAS The **Employee** represents having the qualifications and aptitudes necessary to hold the office of President and Vice-Chancellor;

WHEREAS The **Employee** accepts to be employed by the **University** in the capacity of President and Vice-Chancellor;

WHEREAS The parties agree to set forth the terms of the **Employee’s** employment on the terms and conditions provided herein.

THEREFORE, IN CONSIDERATION OF THE PROMISES AND CONVENANTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1.00 PREAMBLE

The preamble hereto is true and correct and forms an integral part hereof.

2.00 EMPLOYMENT

Subject to the terms and conditions hereof, the **University** hereby retains the services of the **Employee** in the position of President and Vice-Chancellor. Article 6.01 below contains a description of the duties, tasks and responsibilities of the said position.

3.00 **TERM**

The present Agreement shall commence as of February 2nd, 2011 and shall terminate on August 1st, 2012 unless otherwise terminated in accordance with Section 7 below.

Notwithstanding the foregoing, the **Employee** acknowledges that the **Employer** will shortly be commencing its search for the selection and appointment of the **Employer's** next President and Vice-Chancellor. Accordingly, the **Employee** undertakes that if, pursuant to such search efforts, the **Employer** selects a candidate that is willing to fill this position prior to August 1st, 2012, he will, when required, following notice to this effect, step down as President and Vice-Chancellor of the **Employer** and will assume an alternative, high level ambassadorial position with the **Employer**, the whole, subject to the same Annual Salary (as such expression is defined below) and all other benefits described in this Employment contract.

4.00 **REMUNERATION AND OTHER FINANCIAL CONSIDERATIONS**

4.01 **Annual Salary**

As consideration for the **Employee's** services by virtue of this Agreement, the **University** agrees to pay the **Employee** an annual salary of \$350,000.00 (the "**Annual Salary**"), subject to the usual deductions under applicable law and in conformity with the then current administrative practices at the **University**, in equal fortnightly payments.

4.02 **Acknowledgement**

Unless the parties stipulate otherwise in writing, the **Employee** acknowledges that the remuneration to which such **Employee** is entitled pursuant hereto is limited to the Annual Salary and the other forms of remuneration expressly stipulated herein, and the **Employee** accepts such remuneration as being the complete and final compensation for the tasks the **Employee** undertakes to perform pursuant hereto.

4.03 **i. Expenses**

Upon presentation of receipts and in accordance with the **University's** policies, from time to time, the **University** will reimburse the **Employee**: (i) for reasonable expenses which the **Employee** incurs in the performance of the **Employee's** responsibilities and duties under this Agreement, as well as for expenses related to professional development.

For greater specificity:

- a) the **Employee** is authorized to travel in Business Class for airline flights of three (3) hours or more.
- b) where spousal attendance is required at an event in the performance of the **Employee's** duties, the expenses associated with her attendance will be reimbursed.

ii. Montreal Property

The **University** acknowledges that prior to being approached by the **University** to accept the position of President and Vice-Chancellor, the **Employee** had plans to relocate and to sell his condominium located in Montreal (the "Current Condo") and had already legally undertaken the purchase of a new condominium (the "New Condo").

The **University** acknowledges that the **Employee** requires the proceeds from the sale of the Current Condo to purchase the New Condo and that his commitment to the **University** would have required him to postpone the sale of the Current Condo. Accordingly, the **University** has, subject to what is hereinafter set forth, agreed to purchase the Current Condo from the **Employee** (and his spouse) for a price equal to its fair market value as determined by independent third party appraisers. The sale shall be made with legal warranty as to title only and shall be subject to the usual adjustments for the sale of residential properties. The sale shall occur within fifteen (15) business days following the **Employee's** notice to the **University** that he is required to proceed with the purchase of the New Condo.

On the date that the sale is concluded, the **Employee** will enter into a lease agreement pursuant to the terms of which the **Employee** shall lease the property from the **University** for a monthly rent equal to the fair market rental value as determined by an independent third party appraiser. The lease shall terminate three (3) months after termination of the **Employee's** employment, or earlier, at the option of the **Employee**.

The **Employee** acknowledges that the **Employer** has agreed to this arrangement in order to accommodate the **Employee's** obligation to purchase the New Condo and that it is the intention of both parties that the Current Condo will be sold as soon as practicable following the termination of the **Employee's** employment. Accordingly, the **Employee** undertakes that as of February 2nd, 2012, the **Employee** shall provide the **Employer** or its representatives with reasonable access to the Current Condo in order to show the Current Condo to prospective purchasers. The **Employer** will provide the **Employee** with reasonable prior notice of its desire to effect any such visits, which visits shall be arranged at the **Employee's** convenience.

iii. Housing Allowance

A monthly housing allowance of \$3,000.00 will be provided to the **Employee** in recognition of the fact that his residence will be used for **University**-related events.

iv. Automobile

The **Employee** will be entitled to a monthly car allowance or lease purchase contract not to exceed twelve hundred dollars (\$1,200.00) for an automobile with the **Employee** as principal driver. This allowance is paid to assist the **Employee** in carrying out the **Employee's** responsibilities as set forth herein.

Expenses associated with the use of the automobile, including reasonable registration, insurance, repairs and maintenance (but not gasoline) shall be reimbursed upon submission of appropriate receipts to the **University**.

v. Club Memberships

The **Employee** may take out 2 club memberships (at the **Employee's** discretion) for the purpose of advancement of the **University** and subject to the prior written approval of the Chair. The amount for these memberships must be considered reasonable by the Chair who has sole discretion. The **University** also agrees to undertake payment of annual fees and expenses related to **University** activities.

vi. Professional Development or Scholarly Research Allowance

The **Employee** will be entitled to an annual professional development or scholarly research allowance in the amount of \$5,000.00, in accordance with the **University's** policies.

vii. Health and Other Benefits

As a result of the **Employee's** age and status as a **University** Pensioner, his current coverage for health and vision benefits as well as for basic life insurance shall continue.

In addition, he is eligible for the **University's** 4 month sick leave policy as well as an annual executive medical examination.

The **Employee** is not eligible for coverage for dental care, optional life, accidental death and dismemberment nor long-term disability.

4.03 Pension Plan

The **Employee** is not eligible to participate in the Pension Plan for Employees nor any and all supplementary pension plan(s) or RRSP plans offered by the **University** (collectively referred to as the "Plan").

4.04 Vacation

The **Employee** will be entitled to an annual vacation of 25 days, in addition to the various legal and University holidays. The periods during which these can be taken will be previously approved by the Chair and a suitable replacement must be available.

4.05 Indemnification

The **University** undertakes to take up the defense and indemnify the **Employee** against any claim that a third party may have against the **Employee** personally, arising from and in relation to the performance of the **Employee's** duties as contemplated under this Agreement. The **University** does not have to respect this undertaking if the third party demonstrates that the **Employee** acted in bad faith or outside the ordinary scope of the **Employee's** duties. The **University** shall maintain, for the term hereof, adequate and appropriate liability insurance. Such insurance policy shall cover all inherent risks relating to the performance of the duties of the **Employee** on behalf of the **University** and proof of such coverage shall be transmitted by the **University** within THIRTY (30) days from the start of the **Employee's** employment with the **University**.

5.00 EMPLOYEE'S REPRESENTATIONS

The **Employee** represents and warrants the following to the **University**:

5.01 Disclosure

The **Employee** has fully disclosed all information necessary for the evaluation of the **Employee's** employment application and has not knowingly failed to disclose or falsely disclosed or misrepresented or omitted any information which may have prevented the **University** from properly assessing the **Employee's** candidature for the purposes of entering this Agreement.

5.02 Conflict of Interest

The **Employee** declares to have no interest in any other commerce, trade or business at the time of signing of this Agreement which could possibly place the **Employee** in a situation of, or create, the appearance of a conflict of interest with the **University**. The **Employee** shall, in relation to any decision the **Employee** or the **University** may make, disclose to the **University's** Chair any interest the **Employee** may have in such decision. Furthermore the **Employee** cannot enter into a contract with any person related to the **Employee** by blood, marriage or adoption, or with any person having a direct or indirect financial bond with the latter (hereinafter referred to as an "Affiliated Person") on behalf of the **University** or any entity controlled directly or indirectly by an Affiliated Person (Affiliated Persons and such entities, collectively, "Related Parties"), without having received the prior written approval from the Chair, who has the discretion concerning such matters.

6.00 OBLIGATIONS OF THE EMPLOYEE

6.01 Duties

The **Employee** is an *ex officio* member of Senate and the Board of Governors. He provides leadership and overall strategic direction for the operation of the academic and business affairs of the University. Under the By-Laws of the University, the **Employee** is formally responsible for carrying out all decisions of the Board. The **Employee** has such powers as required to carry out these duties, as well as many other powers and duties that may be assigned by the Board under Article 28 of the By-Laws.

The **Employee** reports to the Board, and between meetings, to its Executive Committee. He is ultimately responsible for all aspects of the day to day management of the **University** and works within the parameters established in the University Strategic Framework as approved by the Board. More specifically, the **Employee** has overall responsibility for the academic and financial integrity of the **University** including the proposing and subsequent monitoring of the annual financial budget as approved by the Board. In addition, the **Employee** is expected to perform the various duties associated with the role of President and Vice-Chancellor, consistent with the roles of presidents of other Canadian universities of similar size and importance.

The duties and responsibilities of the **Employee** as a member of the senior administrative team include providing vision and direction to, and ensuring the coordination and

effective communication between, the units reporting to such **Employee**, and ensuring the coordination and effective communication with other constituencies in the **University**, as well as with the external community.

6.02 Location

The **Employee** must perform the **Employee's** duties on the premises of the **University** located in the City of Montréal, or, with the permission of the Chair elsewhere on an "as-needed" basis; notwithstanding the foregoing, the **Employee** may be required to travel, on an "as-needed" basis, for the performance of the **Employee's** duties.

6.03 University Discretion

The **Employee** acknowledges and agrees that the **University** may make modifications to the responsibilities or duties or title of the **Employee** as the **University** in its sole discretion sees fit following consultation with the **Employee** provided that such modifications are consistent with the responsibilities, duties and title of senior executive officers of other Canadian universities of similar size and importance.

6.04 Exclusivity

The **Employee** undertakes throughout the duration of the **Employee's** employment with the **University**, to devote all of the **Employee's** professional time, attention and abilities to the **University's** activities, and commits to promote the interests of the **University**, provided, however, that the **Employee** may be allowed to accept consultation mandates from third parties so long as (i) he complies with Section 5.02 (Conflict of Interest), and (ii) such mandates do not interfere with his duties and obligations hereunder.

6.05 Compliance

The **Employee** undertakes to respect the policies of the **University**, as well as its rules, guidelines, methods and procedures in effect throughout the Term.

6.06 Conduct

The **Employee** undertakes at all times to carry out the duties, tasks and responsibilities as President and Vice-Chancellor with prudence and diligence and to always act with loyalty and in the best interests of the **University**. The **Employee** further undertakes to act in such a manner not to tarnish the image of the **University**.

6.07 Accountability

The **Employee** shall report to the Board of Governors.

6.08 Intellectual Property

6.08.1 Protected Intellectual Property

For the purposes hereof, "**Proprietary Information**" means all matters and things, tangible or intangible, and whether or how stored, compiled or memorialized physically, electronically, graphically, photographically or in

writing, relating to the **University** or relating to or arising out of the businesses or operations of the **University** of which the **Employee** may acquire knowledge during the **Employee's** employment hereunder including, without limitation:

- (a) all Intellectual Property relating to the **University** or businesses or operations of the **University**;
- (b) any confidential information or trade secrets relating to the **University** or businesses or operations of the **University**;
- (c) all information of every nature, including, without limitation, information with respect to the business, finances, business plans, business opportunities, past, present or future products, software, research, compounds, development, improvements, inventions, product designs and plans, processes, techniques, designs or other technical data, source code, services, personnel, customer lists, arrangements with licensors and licensees, technology, product enhancements, business procedures, marketing plans and strategies, forecasts and projections, marketing practices, procedures and policies, costs, credit terms, pricing practices, customer data, and other unpublished information relating to the **University** or businesses or operations of the **University**; and
- (d) any knowledge, information or materials received by the **University** from third parties which the **University** has an obligation to treat as confidential.

For the purposes hereof, "**Intellectual Property**" means all intellectual and industrial property rights of any kind recognized by statute, regulation, common law or otherwise in any jurisdiction, including, without limitation, all rights recognized by the *Copyright Act*, the *Industrial Design Act*, the *Integrated Circuit Topography Act*, the *Patent Act*, the *Plant Breeders' Rights Act* and the *Trade-Marks Act* and any similar or analogous statute, regulation or law in any jurisdiction.

6.08.2 Proprietary Information

The **Employee** hereby acknowledges and agrees that, during the Term and at all times following the termination of this Agreement for any reason whatsoever, the **Employee** shall hold strictly in confidence all Proprietary Information. The **Employee** shall not, without the written consent of the Chair, except as may be required in the fulfillment of the **Employee's** duties as an **Employee** of the **University**, use any Proprietary Information for the **Employee's** personal use, for the use of any other person or entity, or for any other purposes other than the purposes of the **University**. Without limiting the generality of the foregoing, the **Employee** shall not without the written consent of the Chair, except as may be required in the fulfillment of the **Employee's** duties as an **Employee** of the **University**, disclose or authorize anyone else to disclose to any person or entity any Proprietary Information. The **Employee's** obligations pursuant to this Section shall not

apply in respect of any Proprietary Information which is in the public domain other than by reason of a breach by the **Employee** of the **Employee's** obligations under this Agreement or by reason of a breach by another person or entity of a similar obligation of confidentiality to the **University**.

6.08.3 Delivery

The **Employee** hereby acknowledges and agrees that the **University** has all rights to possession of and title to all Proprietary Information that may be recorded in any tangible or intangible form and any copies, extracts and summaries thereof. The **Employee** agrees to deliver all of the foregoing promptly to the **University** on the date on which the **Employee** ceases to be employed hereunder or at any other time that the **University** may request, and not to make or permit to be made any copies, abstracts or summaries thereof, except for the sole use and benefit of the **University**.

6.08.4 Proprietary Rights

All Proprietary Information disclosed to, used by or generated by the **Employee** during the course of the **Employee's** employment with the **University**, whether prior to, during or following the term of this Agreement, including any Proprietary Information disclosed to, used by or generated by the **Employee** if the **Employee** at any time acted as an independent contractor engaged by the **University**, consultant to or agent of the **University**, is and shall be the exclusive property of the **University** and the **Employee** acknowledges that the **Employee** gains no rights to the Proprietary Information, either through this Agreement or otherwise.

6.08.5 Rights Not Dependent

The **Employee** agrees and acknowledges that the rights to Proprietary Information, Intellectual Property and other things granted to the **University** by this Agreement shall not depend on the **Employee** having worked on the **University's** premises, employed any tools, equipment or other things belonging to **University** or be within the **Employee's** job description or area of responsibility from time to time.

6.08.6 Assignment

The **University** or its assignees shall have the right to obtain and hold in its own name all rights of copyright, registrations and other protections that may be available with respect to any Proprietary Information, Intellectual Property and other things granted to the **University** by this Section. The **Employee** agrees to give to the **University** or its assignees all assistance reasonably required to perfect such rights.

7.00 TERMINATION OF AGREEMENT

7.01 Resignation

Should the **Employee** wish to resign, the **Employee** shall provide the **University** with at least three (3) months' notice thereof or such other notice as can be reasonably agreed to between the **Employee** and the Chair.

7.02 Termination

7.02.1 The **University** may terminate the **Employee's** contract at any time during the Term for cause. The term "**Cause**" as used herein shall include, in addition to such meaning as shall have been or shall hereafter be ascribed to such term from time to time by law, including the jurisprudence, the following events if the **University**, in its reasonable discretion, determines that such causes it prejudice: (a) the conviction of the **Employee** for a work-related criminal act or other offence pursuant to the provisions of the Criminal Code (Canada) or any other criminal or penal statute of any jurisdiction; (b) habitual inability by the **Employee** to carry out the functions of her employment due to alcohol or drug related causes; (c) any dishonest or fraudulent act by the **Employee** relating directly or indirectly to the course of employment; (d) a breach by the **Employee** of, or a failure or refusal by the **Employee** to perform any of the **Employee's** obligations under this Agreement if such breach, failure or refusal is not rectified by the **Employee** within ten (10) business days following receipt of written notice from the **University** specifying the nature of such breach, failure or refusal; (e) a failure or refusal by the **Employee** to perform the **Employee's** duties to the **University** in a loyal manner with a view to promoting the best interests of the **University**; (f) gross negligence or willful conduct of the **Employee** or any act of moral turpitude; or (g) failure or refusal by the **Employee** to obey the policies of the **University** if such failure or refusal is not rectified by the **Employee** within ten (10) business days following receipt of written notice from the **University** specifying the nature of such failure or refusal. If the **Employee's** employment hereunder is terminated for Cause, the **Employee** shall not be entitled to receive any compensation other than the Annual Salary earned to the date of the termination for Cause and shall forfeit any allowances, bonuses and any other non-salary compensation to which the **Employee** would otherwise had been entitled for the year in which such termination for Cause occurs.

7.02.2 This Agreement shall terminate, with the exception of those articles and commitments of the **University** that survive, without recourse by either party against the other with respect to such termination, upon the death of the **Employee**.

8.00 GENERAL PROVISIONS

8.01 Choice of Venue

The parties agree, in respect of any claim or legal proceedings for any purpose to elect the judicial District of Montréal, Province of Québec, Canada, as the proper forum for the hearing of said claims or legal proceedings or arbitration to the exclusion of any other judicial district.

8.02 Implementation

The parties agree to do, sign and execute as required, all writings, acts or documents and to take any step or formality required to give effect to the provisions hereof.

8.03 Severability

The parties acknowledge that this Agreement constitutes the entire agreement between them, to the exclusion of any stipulation or understanding not contained herein. Each provision of this Agreement shall be severable from the whole and any decision of any authority acting within its jurisdiction deeming a provision to be null or unenforceable, shall have no effect on the validity of the other provisions of this Agreement or their enforceability.

8.04 Notice

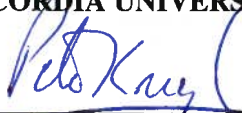
Any notice, claim or demand arising herefrom shall be in writing and delivered by registered mail or bailiff or courier. For purposes hereof, the parties' addresses are those indicated in the header or as modified from time to time in writing by the parties.

Language

The parties have requested that this Contract be drawn up in the English language. *Les parties ont exigé que cette Entente soit rédigée en langue anglaise.*

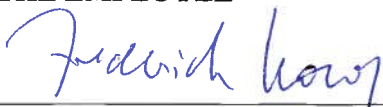
IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT IN TWO (2) ORIGINALS, as of this 2nd day of the month of February 2011.

CONCORDIA UNIVERSITY



PER: MR. PETER KRUYT
CHAIR, BOARD OF GOVERNORS

THE EMPLOYEE



PER: DR. FREDERICK H. LOWY