



Thunder Bay Regional
Health Research
Institute

Translational
Research Office
980 Oliver Road
Thunder Bay ON
P7B 6V4 Canada

Pre-Clinical
Research Office
290 Munro Street
Thunder Bay ON
P7A 7T1 Canada

Tel: (807) 684-7223
Fax: (807) 684-5892
www.tbrhri.ca

EMPLOYMENT AGREEMENT

BETWEEN:

**THUNDER BAY REGIONAL HEALTH RESEARCH INSTITUTE
(the "Institute")**

- and -

RHONDA CROCKER ELLACOTT

(the "Executive")

WHEREAS the Executive is employed as the President & Chief Executive Officer of Thunder Bay Regional Health Sciences Centre (the "Hospital") on a full time basis;

AND WHEREAS the Hospital and the Institute have agreed that the Executive shall also be the Chief Executive Officer of the Institute on a part time basis on the terms and conditions set out in this Employment Agreement and the Executive has accepted the role as Chief Executive Officer of the Hospital and the Institute.

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. The Executive will be employed by the Institute in the position of Chief Executive Officer on a part time basis and shall perform all the functions of that position under the direction and supervision of the Board of Directors of the Institute (the "Board"):
 - (a) The Executive will have a defined portfolio of responsibilities according to the evolving needs of the Institute, as determined by the Board;
 - (b) The Executive shall devote their time as Chief Executive Officer of the Hospital and the Institute as the Boards of the Hospital and the Institute shall from time to time determine and agree upon;
 - (c) The Executive shall be bound by all policies and procedures that may be implemented by the Institute from time to time.
2. This Agreement shall commence on or before January 1, 2021 as the parties agree and shall continue until on or before January 2026 (the "Term"), unless terminated by either party in accordance with the provisions of this Employment Agreement. The Hospital, the Institute and the Executive shall meet to discuss renewal of this Agreement at least six months prior to the expiry of the Term. In the event that the Hospital and Institute choose



Thunder Bay Regional
Health Research
Institute

Translational
Research Office
980 Oliver Road
Thunder Bay ON
P7B 6V4 Canada

Pre-Clinical
Research Office
290 Munro Street
Thunder Bay ON
P7A 7T1 Canada

Tel: (807) 684-7223
Fax: (807) 684-5892
www.tbrhri.ca

not to renew or extend the Agreement, the Executive shall be provided with six months of notice or pay in lieu of notice in writing in full satisfaction of all notice and severance obligations.

-2-

3. The Executive will receive a remuneration of \$60,000.00 per year from the Institute, less any applicable statutory and other deductions, payable bi-weekly according to the Institute's regular payroll practices. This remuneration is subject to annual review. There will be a performance appraisal conducted annually by the Institute no later than each anniversary date of the commencement of this Agreement. The said remuneration shall include any and all legislated benefit requirements for vacation entitlement and statutory holiday pay.
4. The Executive shall be entitled to all statutory holidays.

The Executive shall be entitled to six (6) weeks of paid vacation, plus one additional week in recognition of on call duties. The Executive shall take vacation under the terms of their Employment Agreement with the Hospital.
5. The Executive will not be entitled to participate in the Institute's benefit plan, save and except pension, as they will participate in the Hospital's benefit plan including paid vacation.
6. The Executive will be reimbursed for reasonable expenses incurred in the performance of their duties in accordance with the Institute's policies.
7. This Agreement and the employment of the Executive may be terminated at any time in the following manner:
 - (a) By the Executive, by providing four months advance notice in writing;
 - (b) By the Institute at any time without cause by providing the Executive with 12 months pay in lieu of notice. Pay in lieu of notice shall be provided by way of salary continuation. Pension contributions will continue for the notice period;
 - (c) By the Institute at any time, for just cause, without advance notice or payment in lieu of notice, subject to any entitlements required under the Employment Standards Act 2000 (ESA), as amended;
 - (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 for the period of time required by the applicable employment standards legislation;



Thunder Bay Regional
Health Research
Institute

Translational
Research Office
980 Oliver Road
Thunder Bay ON
P7B 6V4 Canada

Pre-Clinical
Research Office
290 Munro Street
Thunder Bay ON
P7A 7T1 Canada

Tel: (807) 684-7223
Fax: (807) 684-5892
www.tbrhri.ca

- (e) Should the employment of the Executive with the Hospital or the Institute terminate for any reason, their employment with the other shall also terminate on the same date;
- (f) If the ESA provides the Executive with superior entitlements upon termination of employment than provided for in this Agreement, the Institute will provide the Executive with their statutory entitlements in substitution for their rights under this Agreement.

-3-

8. The 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 their duties and responsibilities, under the provision of this Employment Agreement, nor shall they undertake employment with any other employer apart from the Hospital without written permission of the Board.
9. 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 Chair of the Hospital Board and the Chair of the Institute Board.
10. In the course of Executive's employment with the Institute, they 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. The Executive agrees that they shall not (either during the period of employment or any time thereafter) use such information for any purpose other than on behalf of the Institute or the Hospital in furtherance of their duties, and they shall not disclose any such information to any person other than for the purposes of the Institute or the Hospital or as ordered under the authority of any statute.
11. In the course of the Executive's employment with the Institute, they 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"). The Executive agrees that all such Work Product is exclusively owned by the Institute, and they hereby irrevocably assigns all right, title and interest in and to



Thunder Bay Regional
Health Research
Institute

Translational
Research Office
980 Oliver Road
Thunder Bay ON
P7B 6V4 Canada

Pre-Clinical
Research Office
290 Munro Street
Thunder Bay ON
P7A 7T1 Canada


Tel: (807) 684-7223
Fax: (807) 684-5892
www.tbrhri.ca

the Work Product to the Institute, and irrevocably waives all moral rights thereto. The 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 the Executive reasonable per diem compensation for such assistance.

-4-

12. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario. In the event that a 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.
13. 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.
14. The Executive acknowledges that they have had the opportunity to read, and understands this Agreement, and have had the opportunity to consult legal counsel.

DATED AT Thunder Bay, Ontario, this 15 of September, 2020.




Witness



Dr. Rhonda Crocker Ellacott, the Executive



Witness



Dr. Andrew P. Dean, Chair of the Board
Thunder Bay Regional Health Research
Institute