

SECONDMENT AGREEMENT made as of and effective from November 17, 2014 (the “Effective Date”)

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA
as represented by the Minister of Health
(the **Minister**)

- and -

THE GOVERNORS OF THE UNIVERSITY OF ALBERTA
a corporation under the Post-Secondary Learning Act (Alberta),
(the **University**)

- and –

DR. CARL G. AMRHEIN
of the City of Edmonton, Alberta
(the **Secondee**)

WHEREAS:

- A. The Secondee is an employee of the University,
- B. The Minister wishes to appoint the Secondee as the Official Administrator of Alberta Health Services and the Secondee is prepared to accept the appointment, and
- C. The Minister, the University and the Secondee wish to enter into this agreement to enable the secondment to the Province of the Secondee to perform the full-time duties of Official Administrator of Alberta Health Services.

THE PARTIES HEREBY AGREE AS FOLLOWS:

1.1 Definitions - In this Agreement, the following expressions have the meanings in this section:

“**Act**” means *Regional Health Authorities Act*, as amended or replaced from time to time;

“**Agreement**” means this Secondment Agreement and all attached schedules;

“**Appointment Order**” means a Ministerial Order appointing the Secondee as the Official Administrator attached as Schedule A;

“**Official Administrator**” means the Official Administrator appointed by the Minister in accordance with s.11 of the Act;

“**Party**” means one of the Province, the University or the Secondee;

“**Seconded Services**” means the services set out in Article 3.1 to be performed by the Secondee during the Term.

“**Term**” means the period from the Effective Date to June 30, 2015, unless terminated earlier in accordance with this Agreement;

1.2 Extended Meanings - Unless the context of this Agreement requires otherwise, the singular number will include the plural and vice versa, the number of the verb will be construed as

agreeing with the word so substituted, words importing one gender will include all genders, and words importing persons will include firms and corporations and vice versa.

2.1 Condition Precedent – It is a condition precedent to the commencement or continued operation of this Agreement that the Secondee is appointed as the Official Administrator.

3.1 Seconded Services - The Secondee shall, during the Term, perform the duties of the Official Administrator, including the following:

- (a) develop and implement, in consultation with and to the satisfaction of the Minister, a plan to establish a board of directors for Alberta Health Services;
- (b) develop and implement, in support of and to the satisfaction of the Minister, a strategy to establish performance standards;
- (c) perform the functions and duties of the Official Administrator specified in the Act; and
- (d) perform other duties and responsibilities related to functions of the Official Administrator, at the request of and in consultation with the Minister.

Notwithstanding the foregoing, the Parties acknowledge and agree that during the Term the Secondee is permitted to continue certain activities outside of the Seconded Services, including supervising a PhD student and working on the Skills and Post-Secondary Education Project with the Conference Board of Canada. The Secondee represents and warrants that these additional activities will not interfere with the performance of the Seconded Services.

3.2 Compliance with Rules – To the extent they are not in conflict with this Agreement and the duties and obligations of the Official Administrator, the Secondee will be subject to and bound by all conditions of his employment with the University. In the event of a conflict between the requirements of the University and this Agreement, this Agreement will govern but the Parties will meet and use reasonable efforts to minimize or resolve any conflict.

3.3 Participation in Review – The University shall be responsible for any employment review, evaluation or assessment of the Secondee, in accordance with its applicable policies and procedures, but will invite input from the Minister with respect to the same. The Minister will provide written feedback upon the request of the University for the purposes of the University's performance review.

3.4 Conflicts Disclosure – The Secondee expressly represents that he has no conflicts of interest with respect to his duties and obligations as Official Administrator.

4.1 Employment Relationship - The Minister is not intended to be and is not the employer of the Secondee and is not a party to the employment relationship between the University and the Secondee. The Secondee remains an employee of the University notwithstanding the Appointment Order and retains all rights and entitlements associated with his position as employee of the University, including any continuing right of employment following expiration or termination of the Appointment Order.

Except as provided in this Agreement, the Secondee's terms of employment with the University remain unchanged. For clarity, throughout the Term, the Secondee will continue to be eligible for long term service awards, will be able to apply for jobs with the University that are limited to employees of the University and will retain pension entitlements.

5.1 Salary and Benefits - During the Term, the Secondee will continue to receive the Secondee's pre-secondment salary including benefits and vacation, from the University, subject to any salary

and benefit adjustments authorized by the University. The Minister shall not provide any additional remuneration to the Secondee, whether by bonus, salary or other benefit.

5.2 Vacation and Sick Leave - During the Term, the Secondee shall be permitted to take such vacation or sick leaves as the Secondee would be entitled to in accordance with the Secondee's employment position with the University subject to, in the case of vacation leaves, obtaining the prior approval of the Minister, and to otherwise ensuring the requirements and duties of the Official Administrator are reasonably fulfilled during any absences.

5.3 Reimbursement to University For Secondee's Salary - Within 10 days of the end of each month of the Term, the University shall submit a monthly invoice to the Minister, in form and substance satisfactory to the Minister, for the amount of the Secondee's salary, not including benefits which shall continue to be provided solely by the University, in respect of the Seconded Services provided pursuant to this Agreement during the immediately preceding month.

Within 30 days following receipt of the University's monthly invoices as set out above, the Minister shall pay the University the sum of the invoice for each month during the Term in which the Seconded Services are provided.

5.4 Total Reimbursement - Notwithstanding anything to the contrary herein contained or implied, the total amount payable to the University by the Minister under this Agreement for the Secondee's salary shall not exceed \$330,000.

The Secondee acknowledges and agrees that payment to the University shall constitute full payment for Secondee's provision of the Seconded Services and that the Secondee shall have no claim against the Minister for the provision of such services, other than in respect of expenses to be paid in accordance with Section 5.5.

5.5 Expense Reimbursement - The Secondee will be reimbursed for any travel required by the Minister and reasonable expenses incurred by the Secondee in the performance of this Agreement in accordance with The Government of Alberta Travel, Meal and Hospitality Expense Policy effective September 20, 2012. A copy of the Policy can be obtained at the following link: <http://www.finance.alberta.ca/business/planning-accountability/accountability/GoA-Travel-Meal-and-Hospitality-Expense-Policy.pdf>.

6.1 Indemnification - The Minister acknowledges and agrees that the University will not be responsible for any loss or damage caused by the Secondee during the Term and arising from the Secondee's performance of the Seconded Services.

The University acknowledges and agrees that the University is responsible for compensation or remuneration to the Secondee arising out of the Secondee's performance of the Seconded Services.

The Minister shall indemnify and hold harmless the University, its employees and agents from any and all third party claims, demands, actions or costs (including legal costs on a solicitor-client basis) for which the Minister is legally responsible, including those arising out of negligence or willful acts by the Minister, or its employees or agents and those arising from the actions or omissions of the Secondee in the course of performing the authorized Seconded Services for the Minister during the Term.

The University shall indemnify and hold harmless the Minister, its employees and agents from any and all third party claims, demands, actions or costs (including legal costs on a solicitor-client basis) for which the University is legally responsible, including those arising out of negligence or

willful acts by the University, or its employees (not including the Seconded while the Seconded is performing the Seconded Services) or agents.

These hold harmless provisions shall survive this Agreement.

7.1 Confidential Information - The Seconded will treat as confidential and will not, without prior written consent of the Minister, disclose any information (except information generally available to the public or which the Seconded is required to disclose by Canadian law) that comes to the Seconded's knowledge as a result of the performance of Seconded Services.

7.2 Health Information and Personal Information – Without limiting the generality of Section 7.1, the Seconded acknowledges that in performing the Seconded Services, he is subject to the Health Information Act (HIA) and the Freedom of Information and Protection of Privacy Act (FOIP) as those acts apply to Alberta Health (AH) and Alberta Health Services (AHS). Any health information or personal information, as those terms are defined in the HIA and FOIP respectively, that is collected, used or disclosed to the Seconded in his performance of the Seconded Services will be subject to the requirements of HIA and FOIP as they apply to AH and AHS and may not be collected, used or disclosed to the University, unless otherwise permitted by law.

7.3 Intellectual Property – In this Section, "Materials" means any work, information, records or materials, regardless of form, which are made, generated, produced or acquired by the Seconded in the course of performing the Seconded Services.

Ownership of all Materials including any associated copyright, patent, trade secret, industrial design or trade mark rights belongs to the Minister or to Alberta Health Services (AHS), as applicable, as they are made, prepared, developed, generated, produced or acquired under this Agreement. The Materials shall be delivered to the Minister or to AHS, as applicable, upon completion or termination of this Contract or upon request.

Ownership of any work, information, records or materials, regardless of form, including copyright, patent, industrial design or trademark which was owned by the Minister, the University, the Seconded or a third party prior to the Effective Date remain the property of such party respectively.

Where any work, information, records or materials, regardless of form, including copyright, patent, industrial design or trademark owned by the Seconded prior to the Effective Date ("Seconded Materials") is reproduced or incorporated in the Materials, the Seconded grants a perpetual, irrevocable, non-exclusive, royalty-free license to the Minister or to AHS, as applicable, to use, reproduce or distribute those Seconded Materials for any purpose.

The Seconded irrevocably waives in whole all moral rights in and to the Materials in favour of the Minister and AHS and their assignees and licensees.

Prior to reproducing or incorporating any third party copyright materials into the Materials, the Seconded must obtain written permission from the copyright holder and provide to the Minister or AHS, as applicable, copies of the written permissions that are deemed satisfactory.

The Seconded shall cooperate with the Minister or AHS, as applicable, in protecting their ownership or intellectual property rights in the Materials.

8.1 Amendments in Writing - Any amendment to the provisions of this Agreement will be in writing and duly executed by the Parties.

9.1 Termination - The expiration or termination of the Appointment Order will terminate the obligations of the Minister to the other Parties pursuant to this Agreement, except for any

amounts then due and payable by the Minister to the University pursuant to Section 5.3 or any expense reimbursement payable to the Seconded pursuant to Section 5.5.

The Minister or the University may terminate this Agreement, for or without any reason, upon thirty (30) days written notice.

The Minister may terminate this Agreement immediately by notice in writing to all Parties if the University or the Seconded is in material breach of its obligations under this Agreement.

The University may terminate this Agreement immediately by notice in writing to all Parties if the Minister is in material breach of its obligations under this Agreement.

If the Seconded ceases to be an employee of the University, this Agreement is deemed to be immediately terminated. The University shall immediately provide written notice to the Minister upon the University becoming aware that the Seconded will cease to be or has ceased to be its employee.

In the event of early termination of this Agreement, the Minister will pay to the University the amount payable for Seconded Services provided up to the date of termination.

9.2 Continuation of Certain Obligations - Termination of the Agreement will not result in the termination of any obligation of a Party for the terms and conditions of this Agreement that require their performance by a Party after the termination of the Agreement and they will be and remain in force notwithstanding such termination of the Agreement.

10.1 Assignment - This Agreement may not be assigned by the Minister or by the University, or assumed by any successor entity to either of those parties, without the written consent of all the Parties, which consent will not be unreasonably withheld.

11.1 Manner of Notice - Whenever under the provisions of this Agreement any notice, demands or requests are permitted or required to be given by one party to the other, such notice may be given by personal delivery, prepaid registered mail or facsimile addressed as follows:

To the University at:

President and Vice-Chancellor
2-24 South Academic Building
University of Alberta
Edmonton, AB, T6G 2G7

Fax: 780-492-9265

And to the Minister at:

Deputy Minister
Alberta Health
22nd Floor, ATB Place North
10025 Jasper Ave.
Edmonton, AB, T5J 1S6

Fax: 780-427-1016

And to the Seconded at:

Dr. Carl G. Amrhein
(NOTE: Personal Address Removed for Posting)

- 11.2 Change of Contact Information** - A Party may change its address or contact information by giving notice to the other Parties in writing.
- 11.3 Time of Notices** - Notices personally delivered or sent by facsimile transmission will be deemed received when actually delivered or successfully transmitted as shown by fax confirmation sheet. All notices sent by prepaid registered mail will be deemed to be received on the fourth business day following mailing, except in the case of an interruption of mail service. In the case of an interruption of mail service, any notices will be given by facsimile transmission or personal delivery.
- 12.1 Entire Agreement** - This Agreement sets out the entire agreement between the Parties and supersedes all prior communications, negotiations and agreements, including, without limitation, financial arrangements. There are no representations, warranties, agreements or understandings between the Parties other than as expressly contained in this Agreement.
- 12.2 Effect of Waiver** - A waiver of any breach of a provision of this Agreement will not be binding upon a Party unless the waiver is in writing and the waiver will not affect that Party's rights with respect to any other or future breach.
- 12.3 Authority** - Each Party warrants that it has the authority to enter into this Agreement and that the Agreement does not contravene any law or regulation or other agreement binding any of the Parties.
- 12.4 Time of Essence** - Time is of the essence in this Agreement.
- 12.5 Nature of Relationship** – It is not the intention of the Parties that this Agreement or the operation thereof will create a legal relationship between the Parties that may be construed as employment, agency, partnership or joint venture.
- 12.6 Exclusion of Warranties** – Except as expressly set out in this Agreement, there are no warranties, representations or other agreements between the Parties in connection with the subject matter of this Agreement.
- 12.7 Further Assistance** - Each Party will, at the reasonable request of another, take such steps or provide such further assistance as may be required to enable the due performance of the terms and conditions of this Agreement.
- 12.8 Dispute Resolution** - In the event of a dispute between the Parties regarding the interpretation of any term or condition of this Agreement or the performance of the obligations contained herein, the Parties will attempt to resolve the dispute in the first instance by using all reasonable efforts to negotiate a resolution to the dispute in as informal and cost-effective manner as possible, taking into account the best interests of the Secondment.

If a dispute is not resolved by negotiation within sixty (60) days of a disputing Party giving written notice of the dispute to the other Parties, any Party may require non-binding mediation of the dispute by providing written notice of that requirement to the other Parties in which event the matter in dispute will be referred to a single mediator appointed by the Parties.

in the event that the dispute is submitted to a mediator, the Parties will participate in the mediation in good faith and the expense of such mediation will be borne equally by all Parties.

12.9 Matters Not Subject To Dispute Resolution Process – Notwithstanding Section 12.8, any decision by the Minister in respect of the appointment of an Official Administrator under the Act, including but not limited to a decision to terminate or extend the Appointment Order, to allow the Appointment Order to expire without extension, to issue a new Appointment Order or to appoint a different or no Official Administrator, is not subject to the dispute resolution process outlined in this Agreement.

12.10 Counterparts - This Agreement may be executed in separate counterparts, and each such counterpart when executed by all Parties shall be an original.

The Parties have executed this Agreement on the dates shown beside their respective signatures. Notwithstanding the dates of signature below, the Parties have made this Agreement to be effective as of the day, month and year first above written.

HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA,
as represented by the Minister of Health

[Original Signed]

November 14, 2014

David Breakwell,
Acting Deputy Minister

Date

THE GOVERNORS OF THE UNIVERSITY of ALBERTA

Indira Samarasekera
President and Vice-Chancellor
November 13, 2014

[Original Signed]

Signature of Authorized Official

Print Name, Title and Date

SECONDEE

[Original Signed]

November 13, 2014

Dr. Carl G. Amrhein

Date