



November 11, 2022

Dear Dr. Saini,

The Board of Governors of McGill University has approved your appointment as McGill's eighteenth Principal and Vice-Chancellor. You have indicated your acceptance of this appointment. On behalf of the Board, I am pleased to set out the following terms and conditions of your appointment.

1. Appointment as Principal and Possible Reappointment

Your appointment as Principal and Vice-Chancellor is for a term beginning on April 1, 2023 and extending until June 30, 2028. You will be eligible for reappointment for an additional term not to exceed five years in accordance with the McGill University Statutes and procedures then in place. By June 1, 2027, you will inform the Chair of the Board in writing of your intention to seek reappointment or not.

2. Duties and Responsibilities

You are expected to perform the duties and responsibilities of Principal and Vice-Chancellor of the University as prescribed by the Statutes of McGill University as amended from time to time, and in accordance with the applicable by-laws, policies and resolutions of the Board and the reasonable and lawful directions of the Board, the Executive Committee thereof and the Board Chair. During your service as Principal and Vice-Chancellor, you will be expected to devote your full professional time, attention and abilities to your duties and responsibilities and the affairs of the University unless prevented by ill health or accident, or as otherwise agreed to by the Chair.

3. Accountability, Performance Objectives and Review

3.1 You will be accountable to the Board of Governors, through its Chair, for the performance of your duties and responsibilities and will meet with the Chair regularly to discuss matters relevant to the management of the University.

3.2 The Chair and you shall meet annually in a confidential session to discuss performance in accordance with goals, objectives and targets to be agreed upon between you and the

Board Chair from time to time. Your performance will be evaluated annually at a time and in a format mutually agreeable to you and the Chair.

4. Professor with Tenure

4.1 You also will hold appointment at the rank of Professor with tenure in the Department of Plant Science, Faculty of Agricultural and Environmental Sciences, and shall hold that appointment effective April 1, 2023 without term, except if your employment is terminated in accordance with section 15. Upon stepping down as Principal or ceasing to act as Principal for any reason other than a termination pursuant to section 15, you will have the right to join the Faculty and take up professorial duties, which will be as agreed to between you and the Dean of the Faculty of Agricultural and Environmental Sciences at that time.

4.2 Upon completing your appointment as Principal and Vice-Chancellor, and once you assume duties as a professor in the Faculty of Agricultural and Environmental Sciences after completion of the administrative leave referred to in section 10 of this agreement, your salary will be set at the professorial salary in effect at the conclusion of your final year as Principal.

5. Outside Commitments

You will obtain the approval of the Chair before accepting any appointment or commitment outside the University or beyond the scope of your duties and responsibilities as Principal and Vice-Chancellor, including, but not limited to, directorships, commissions, consulting.

6. Salary

6.1 Your initial base salary as Principal will be at the rate of \$508,873 per annum, comprised of a professorial salary of \$275,000 and an administrative stipend of \$233,873, effective the date of your initial appointment as Principal. Effective May 1, 2023, the base salary will be indexed by the general percentage of indexation applicable in that year to the public and parapublic sectors for the increase of salary rates and salary scales. This base salary will be reviewed annually by the Human Resources Committee of the Board, and may be subject to annual adjustment, as appropriate, in accordance with salary policy. Any adjustment resulting from the initial review will be implemented with effect on or after June 1, 2024, according to the normal cycle applicable to senior administrators of the University.

6.2 Subject to applicable legislation, you will be eligible for an annual performance-based merit payment of up to twenty (20) percent of your base salary, subject to a review by the Chair in accordance with a set of mutually agreed upon goals, objectives and targets as set out in section 3.2 of this agreement. This payment shall be solely paid out of any endowment held by the University earmarked for that purpose and subject to such funds being available, and not out of the University's operating grant received from the government of Quebec. Any such merit payment shall be subject to the approval of the Human Resources Committee and be paid in respect of the previous calendar year or portion thereof, to you in a single lump sum after June 1, according to the normal cycle applicable to senior administrators of the University, beginning at the earliest in 2024.

7. Vacation

You will be entitled to five weeks' paid vacation during each year of service as Principal, in addition to statutory holidays and the period of the University's Christmas-New Year holiday. You will make reasonable efforts to use the holidays during the year in which they are earned and minimize accrual of paid vacation entitlement from one year to the next. In any event, you will not be entitled to receive cash payments in lieu of unused paid vacation entitlements.

8. General Benefits

8.1 You will be eligible to become a member of McGill University's Benefits Program in accordance with the terms and conditions and cost-sharing arrangements of the component plans, including supplemental health, dental, tuition assistance, short term disability, life insurance and related plans. It is understood that you may waive eligibility for McGill benefit plans where you already have similar coverage under an alternate plan.

8.2 For the purposes of University benefit programs, including dental and supplemental health plans, tuition assistance and related programs, you will be treated as a member of the full-time faculty and will be entitled to participate in each faculty-wide benefit program as a faculty member, including any extension of the benefits of current programs and any new programs which may be implemented on a faculty-wide basis.

8.3 Regular deductions will be made from your salary in accordance with applicable benefit plans and Board regulations, in order to provide for your contributions to the costs of the plans in which you are enrolled, and also for income tax, Quebec Pension Plan and unemployment insurance, as required from time to time under applicable law and regulations.

9. Supplementary Executive Retirement Plan (SERP)

You will be a member of the University's Supplementary Executive Retirement Plan (SERP) until you reach 71 years of age, in accordance with the terms and conditions of the Plan as they are modified from time to time and with applicable law.

10. Administrative Leave

Your appointment as Principal shall not count towards entitlement for a sabbatical leave. However, you will become entitled to paid administrative leave of one year (12 consecutive months) upon completion of your full initial term as Principal. The purpose of this leave will be to enable you to update your skills, reintegrate into research networks or carry out any activity that will enable you to deepen your knowledge in order to exercise your professorial duties.

While on administrative leave, you will receive 100% of your base salary in effect at the conclusion of the final year of your first term as Principal. You shall also continue to be a member of McGill University's Benefits Program in accordance with section 8 as well as of the Supplementary Executive Retirement Plan in accordance with section 9. Unused entitlement to administrative leave shall have no cash value to you or your estate. Should your employment be terminated in accordance with section 16, the administrative leave will be prorated on the basis of the number of months worked during your first term as Principal.

11. Expenses

- 11.1 The University will cover the cost of, or reimburse you for, reasonable expenses related to the performance of your duties and responsibilities as Principal, including travel on University business, professional memberships, books, subscriptions, equipment, appropriate entertainment, and University events hosted by you.
- 11.2. The University will cover the cost of, or reimburse you for, reasonable expenses for the services of a French language tutor.
- 11.3 The University will cover the cost of, or reimburse you for, reasonable expenses for continuing education, subject to the prior approval of the Chair.
- 11.4 All expense payments or reimbursement will be subject to the approval of the Chair and paid against invoices, vouchers or receipts certified by you.

12 Personal Automobile Use

Since the University provides no official automobile for the Principal, it will reimburse you for reasonable costs incurred in the use of your personal vehicle while on University business, in accordance with applicable rates and procedures.

13. Personal Residence Use

Since the University provides no official residence for the Principal, it will cover the cost of, or reimburse you for, reasonable expenses incurred in the use of your personal residence for University-related functions, receptions, dinners or other forms of entertainment.

14. Relocation Allowance

You will be entitled to a relocation allowance to cover eligible relocation costs to Montreal in accordance with University policy.

15. Termination for Just Cause

The University may terminate your employment at any time for just cause, as defined by law and jurisprudence. In that event, your appointment as Principal and Vice-Chancellor, as well as your appointment as tenured professor shall immediately be terminated without compensation except for the base salary earned to the date of termination and the justified business expenses not yet reimbursed.

16. Termination Without Cause

The University may terminate such appointment at any time without cause by providing you a severance payment equal to one (1) year of base salary at the date of termination as well as the equivalent of one (1) year General Benefits pursuant to section 8. At your option, the severance payment shall be paid to you, wholly or partially, by way of salary continuation, or in a lump sum in one or more instalments, less applicable deductions. The severance payment will not be paid to you in the event that you remain in the employ of the University.

17. Disclosure and Conflict of Interest

You will comply with the University's policies on disclosure and conflict of interest applicable to the faculty at large and senior members of the administration, for the purposes of identifying and avoiding potential or perceived conflicts of interest, and you will provide annual confidential written disclosures in accordance with such policies.

18. Indemnity

The University shall defend, indemnify and save you harmless from and against all losses, damages, liabilities, fines, penalties, costs and expenses arising from any demand, claim, action, proceeding or order whatsoever (hereinafter called a "Claim") made or brought against you directly or indirectly, except to the extent that such Claim relates to or arises as a result of your gross negligence, willful misconduct or criminal act or omission. The University confirms that it has obtained and shall maintain in force sufficient liability insurance to ensure that its obligations to you under this section are met.

19. Governing Law

This agreement shall be governed by the law of the Province of Quebec and federal laws applicable therein.

20. Language

This agreement has been drawn up in English at the request of the parties. *Cette entente a été rédigée en anglais à la demande des parties.*

I trust that the above accurately sets out the relevant terms and conditions.

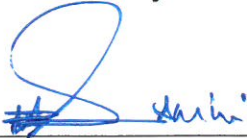
Yours truly,



Maryse Bertrand

Chair of the Board of Governors

McGill University



I agree with and accept the terms and conditions of
this agreement