

AGREEMENT

This Agreement made effective the 28th day of June 2025

Between:

Dr. Geoffrey Payne

(Dr. Payne)

And:

The University of Northern British Columbia (UNBC)

(the “University”)

WHEREAS:

- A. The University of Northern British Columbia is a university continued under the *University Act*;
- B. Dr. Payne has been the President and Vice-Chancellor since April 4, 2022, and prior to that served as the Interim President and Vice-Chancellor, starting February 21, 2020;
- C. The University by its Board of Governors wishes to re-appoint Dr. Payne as President and Vice Chancellor of the University upon the terms and conditions described in this Agreement; and
- D. Dr. Payne has accepted the University’s offer on the terms and conditions described below.

THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. APPOINTMENT

- 1.1. The University agrees to appoint Dr. Payne to the position of **President and Vice Chancellor** (“Appointment”) starting on June 28, 2025 ending June 27, 2030 (“Term”) and Dr. Payne accepts and agrees to the Appointment.
- 1.2. Dr. Payne acknowledges and agrees that the Appointment is subject to approval by the University’s Board of Governors.

- 1.3. Dr. Payne will at all times faithfully, diligently and to the best of his abilities perform the duties and exercise the responsibilities that may be required of him under this Agreement, and will devote the whole of his working time, skill, labour, energy and attention exclusively to those duties and responsibilities and to the business and affairs of the University.
- 1.4. Dr. Payne acknowledges and agrees that this Agreement entirely replaces any earlier agreements between the parties.

2. EXTENSION OF TERM

- 2.1. At any time during the Term, the University may in its sole discretion extend the Term or renew the Appointment in accordance with the University's *Review of the President Prior to Reappointment – Terms of Reference Policy* (i.e. the Renewal Policy).

3. DUTIES, RESPONSIBILITIES AND REPORTING

- 3.1. Dr. Payne agrees and acknowledges that, as President, he owes a fiduciary obligation to the University.
- 3.2. Dr. Payne will have all the duties, powers, and obligations of the President and Vice Chancellor of the University as set out in the *University Act*.
- 3.3. Dr. Payne will serve as the University's Chief Executive Officer and in that capacity will direct, manage and supervise the academic and other activities of the University and, when appropriate and authorized by the *University Act*, he may delegate the management and supervision of the University's programs, functions, and responsibilities to qualified individuals.
- 3.4. Dr. Payne will develop and maintain senior level relationships with representatives of First Nations and Indigenous organizations, governments, government, agencies, charitable supporters, alumni, educational institutions, and others who may have a significant relationship with the University.
- 3.5. Dr. Payne will initiate and develop policies for consideration by the Board of Governors, implement such directions and resolutions as may be made by the Board of Governors regarding those policies, and apply those policies.
- 3.6. Dr. Payne will perform such other duties, assume such responsibilities and carry out such instructions or policies as per the job description appended to this Agreement as Appendix A and as may reasonably be required of him and modified from time to time by the Board of Governors.
- 3.7. Dr. Payne will report and be responsible to the Board of Governors. The Board of Governors will determine Dr. Payne's duties, responsibilities and outcomes and will evaluate his performance, expenditures, and policy compliance.

- 3.8. Dr. Payne will at all times conduct himself in accordance with all applicable laws that relate to his Appointment or to the business of the University.
- 3.9. Dr. Payne will familiarize himself and comply with all existing University policies and those that may be issued or amended from time to time. The Parties agree that the introduction and administration of such policies are within the sole discretion of the University. If the University or any of its governing bodies amends or revokes such policies as conditions warrant, such introduction, deletion or amendment will not constitute a breach of this Agreement. If there is a direct conflict between this Agreement and any such policy, this Agreement will prevail to the extent of the inconsistency.

4. COMPENSATION

- 4.1. Effective June 28, 2025, for all services rendered by Dr. Payne under this Agreement as President and Vice Chancellor, Dr. Payne will be paid an annual salary (the "Salary") in accordance with the University's approved compensation framework as amended from time to time. The Salary will be roughly equal increments on the University's normal paydays less required statutory and contractual deductions. Dr. Payne's initial salary under this Agreement shall be equal to the salary in effect on Agreement. For clarity, Dr. Payne's annual salary as of the date this contract is signed, and before any further adjustments are effective following the signing of this contract, is \$343,051.80.
- 4.2. Salary increases will be based on performance and in accordance with government compensation policy as communicated by PSEC Secretariat and will be at the sole discretion of the Board of Governors.

5. RESEARCH AND PROFESSIONAL DEVELOPMENT

- 5.1. The University will establish and maintain a professional development and research fund ("Fund") in Dr. Payne's name. The University will contribute \$20,000.00 (Twenty Thousand Dollars) to the Fund on April 04 of each year of the Term. Dr. Payne may charge expenses related to his research and scholarly activities and professional development to the Fund during his employment as the President and Vice-Chancellor and during any research leave taken by Dr. Payne pursuant to item 15 of this Agreement. Such expenses are subject to verification and approval by the Chair of the Board of Governors or their delegate.
- 5.2. The professional and research development allowance has no accrued compensation value.
- 5.3. At the sole discretion of the Chair of the Board of Governors, Dr. Payne may carry forward from one year to the next any unused portion of the University's annual contribution to the Fund. The maximum amount that may be carried

forward under this provision is \$25,000.00 (Twenty-five Thousand Dollars). Any unused portion of the Fund balance upon completion of the full Term may be carried forward to Dr. Payne's professorial position, should he remain employed at the University. If Dr. Payne ceases to be employed by the University for any reason, the unused portion of the Fund must be returned to the University on the last day of employment.

6. CAR ALLOWANCE

- 6.1 Dr. Payne will receive an annual car allowance of \$6,000 to offset the use of his personal vehicle and the cost of local mileage for University business.

7. HEALTH BENEFIT PLAN

- 7.1. Dr. Payne will participate in the Employee Health Benefit Plan (the "Benefit Plan") which the University makes available to its executives in accordance with the terms of the Benefit Plan.
- 7.2. The Benefit Plan will be administered in accordance with the formal plan documents or policies and any issues with respect to eligibility, entitlement or payment of benefits will be governed by the terms of such documents or policies. The University reserves the right to unilaterally revise, amend or terminate the Benefit Plan at its sole discretion.
- 7.3. So long as it is consistent with the terms of the applicable plan, the University will pay 100% of the premiums for Dr. Payne to participate in the Benefits Plan, with the exception of any premiums for long-term disability coverage which will be the sole responsibility of Dr. Payne.
- 7.4. Dr. Payne is eligible for sixty (60) calendar days of sick leave per calendar year. There is no cash value or cash pay-out of unused sick leave credits. Any unused sick leave credits at the end of a calendar year cannot be carried forward to the following calendar year.

8. PENSION

- 8.1. Dr. Payne will participate in the University pension plan subject to the terms and conditions of such plan as they are determined and may be amended from time to time.

9. VACATION

- 9.1. Dr. Payne will be entitled to seven (7) weeks of paid vacation in each calendar year during the Term and the University encourages all employees to use their total vacation allotment annually. Dr. Payne's vacation entitlement will be prorated for any partial year of employment hereunder. Vacation entitlement and accrual is established by the University's vacation policy. Dr. Payne and

the University will observe any and all applicable legislation with respect to vacation entitlement.

10. EXPENSES

- 10.1. During the Term, the University will reimburse Dr. Payne for authorized travel and other out-of-pocket expenses actually and properly incurred by Dr. Payne in the course of carrying out his duties and responsibilities under this Agreement.
- 10.2. Dr. Payne agrees to render to the University itemized expense reports, together with original receipts, showing all expenses incurred, and such other expense information as the University may reasonably require from time to time. Reasonable expenses will be reimbursed in accordance with standard University policies and procedures.
- 10.3. During the Term, Dr. Payne may and will be expected to host events on behalf of the University. If so, all reasonable expenses related to the event will be reimbursed upon provision of the appropriate documentation in accordance with University policy.

11. CONFIDENTIAL INFORMATION

- 11.1. In this Agreement, "Confidential Information" means information disclosed to, used by, developed by, or made known to Dr. Payne in the course of his employment with the University which is not generally known by persons outside the University including, but not limited to, information (printed, electronic or otherwise) pertaining to the University's past, present, future and contemplated assets, operations, services, facilities, equipment, strategies, personnel, finances, routines, policies and procedures.
- 11.2. Dr. Payne acknowledges that he will have access to and be entrusted with Confidential Information in the course of his employment with the University, and that the University could be irreparably harmed if such Confidential Information were disclosed to, or used by, any person outside the University's employ.
- 11.3. Dr. Payne acknowledges and agrees that the right to maintain the absolute secrecy of the Confidential Information is a proprietary right which the University is entitled to protect.
- 11.4. Dr. Payne covenants and agrees that he will not, except as required by law, either during the Term of his Appointment under this Agreement or at any time thereafter, directly or indirectly, by any means whatsoever, divulge, furnish, provide access to, or use for any purpose other than the purposes of the University, any Confidential Information.

- 11.5. Dr. Payne understands and agrees that he has a legal obligation to collect, use, protect, disclose and dispose of the personal information and restricted information that he manages according to British Columbia's Freedom of Information and Protection of Privacy Act. He further agrees if he becomes aware of personal information that is lost, shared in an unauthorized way, or is subject to any other form of privacy breach, he is required to notify the University's Privacy Officer by emailing privacy@unbc.ca.

12. OUTSIDE ENTITIES

- 12.1. As an executive with significant financial, policy and decision making authority, Dr. Payne must not allow himself to be influenced in carrying out his employment responsibilities by prospects for, or an offer of employment with, or remuneration or other reward from, an Outside Entity. An Outside Entity is a person or entity other than a Public Sector Employer as defined in section 1 of the B.C. *Public Sector Employers Act* ("Act"). Dr. Payne must immediately disclose to the Chair of the Board of Governors any offer of employment from an Outside Entity, if such offer does, or could, jeopardize his impartiality or place him in a conflict of interest situation.
- 12.2. If Dr. Payne had substantial involvement in dealings with an Outside Entity at any time during the year immediately preceding the end of his employment with the University then, for a year after the end of his employment, he must not: accept an offer of employment, an appointment to the Board of Directors or a Contract to provide Services to that Outside Entity; lobby or otherwise make representations for that Outside Entity to UNBC; counsel that Outside Entity, for its commercial purposes, concerning the programs or policies of UNBC. Until one year after Dr. Payne's employment at UNBC ends, he must not: lobby or otherwise make representations for any Outside Entity to UNBC; act for an Outside Entity in connection with any ongoing proceedings, transaction, negotiation or case in which the Outside Entity and UNBC are involved if he, during his former employment with UNBC acted for or advised UNBC concerning the proceedings, transaction, negotiation or case, or if, acting for the Outside Entity if that connection would result in the receipt by the Outside Entity of a private or commercial benefit or of any benefit not for general application.

13. TERMINATION OF APPOINTMENT OR EMPLOYMENT

- 13.1. The University may terminate Dr. Payne's Appointment at any time, without notice or any payment in lieu thereof, for Cause. For the purposes of this Agreement, "Cause" will include any act, omission, or behaviour that constitutes just cause for dismissal at common law including but not limited to:
 - a. any material breach by Dr. Payne of a provision of this Agreement;

- b. the commission of any act that is materially injurious to the University or its reputation;
 - c. any failure by Dr. Payne to perform the material duties of his position in a competent manner, where Dr. Payne fails to remedy such failure to the satisfaction of the Board of Governors within a reasonable period of time after receiving written notice of such failure; or
 - d. any material failure by Dr. Payne to honour his fiduciary duties to the University.
- 13.2. The University may terminate the Appointment of Dr. Payne as President and Vice Chancellor at any time, without Cause.
- 13.3. Within 30 days of receipt of notice of a without cause termination of his Appointment, Dr. Payne must advise the Board of Governors in writing whether he elects to return to his position as a Professor in the Division of Medical Sciences in accordance with 14.1, or whether he elects to resign from his employment with the University.
- 13.4. If in accordance with 13.3, Dr. Payne elects to resign from his employment with the University rather than return to his professorial position, the University will provide Dr. Payne with a severance payment ("Severance") calculated in accordance with the *Public Sector Employers' Act*, RSBC 1996, c. 384 and its Regulations, as amended, which is equivalent to the lesser of:
- a. an amount equal to the remainder of the Term; or
 - b. a maximum of 18 months severance in accordance with the *Public Sector Employers' Act*, RSBC 1996, c. 384 and its Regulations, as amended.
- 13.5. Any amount paid to Dr. Payne between the date of receiving notice of termination and the date that he elects to resign his employment with the University pursuant to 13.3, above, will be deducted from the Severance payable to Dr. Payne.
- 13.6. Dr. Payne may terminate his Appointment or Employment at any time during the Term by providing the University with six (6) months of written notice of resignation. The University may waive or shorten the required notice period at its sole discretion.
- 13.7. Dr. Payne acknowledges that other than as set out in this Agreement, he will not be entitled to any other notice, severance pay, damages, or any other payment of any kind whatsoever in connection with the termination of his Appointment.

14. FACULTY APPOINTMENT

- 14.1. Unless his employment with the University is terminated for cause, then should Dr. Payne cease to be the President and Vice-Chancellor, he will have the option of returning to his faculty position as a Professor, Division of Medical Sciences and be entitled to compensation and benefits associated at the highest rank in the Professor scale under the applicable Collective Agreement. Dr. Payne will not be entitled to a market differential.

15. RESEARCH LEAVE

- 15.1. Immediately upon completion of the full Term, or if Dr. Payne's Appointment is terminated without cause, and so long as Dr. Payne elects to return to his professorial position in accordance with 14.1, Dr. Payne will be eligible to commence a period of research leave. The research leave must be of mutual benefit to Dr. Payne and the University.
- 15.2. Dr. Payne is entitled to the maximum 18 months Research Leave as per guidance from the Public Sector Employers Council Secretariat that will commence immediately upon the conclusion of his appointment as President and Vice Chancellor.
- 15.3. Dr. Payne will be excluded from the Faculty Association Bargaining unit during any period of Research Leave.
- 15.4. During his Research Leave, Dr. Payne will be compensated at the highest available combined Vice President salary rate and be eligible to participate in the health benefit and pension plans as set out in sections 7 and 8 of this Agreement. He will also be entitled to any other benefits associated with the Appointment as set out in this Agreement with the exception of the following:
 - a. Dr. Payne's car allowance set out in section 6.1, which will cease upon completion of the Term, and
 - b. The University's contributions to Dr. Payne's professional and research development Fund, which will also cease upon completion of the Term.

- 15.5. Dr. Payne will not be assigned teaching duties during the Research Leave as he will be expected to use this time to conduct his research activities and for the purposes of career renewal and professional development.
- 15.6. Dr. Payne's entitlement to Research Leave will immediately cease when he commences employment with any Public Sector Employer or Outside Entity

16.DISCLOSURE

- 16.1. Dr. Payne will promptly disclose to the Board of Governors the nature and extent of any interest of Dr. Payne or any member of his family, whether as owner, shareholder, partner, lender or other investor, director, officer, employee, consultant or otherwise, in any business that purchases or sells, or that seeks to purchase or sell, goods or services from or to the University.

17.GOVERNING LAW

- 17.1. This Agreement will be governed and construed in accordance with the laws of the Province of British Columbia and will in all respects be treated as a British Columbia contract.
- 17.2. It is understood and agreed that this Agreement, and Dr. Payne's employment and compensation hereunder, will be subject to all applicable statutes, regulations, guidelines and policies of the government of British Columbia. Without limiting the generality of the foregoing, this Agreement, Dr. Payne's compensation hereunder, and any increases or additions to such compensation will be subject to the requirements of the *Public Sector Employers' Act*, RSBC 1996, c. 384 as amended and its Regulations.

18.SEVERABILITY

- 18.1. All paragraphs and covenants contained in this Agreement are severable, and in the event that any of them will be held to be invalid, unenforceable or void by a court of a competent jurisdiction, such paragraphs or covenants will be severed and the remainder of this Agreement will remain in full force and effect.

19.ENTIRE AGREEMENT

- 19.1. This Agreement contains the complete agreement concerning the employment of Dr. Payne by the University and will, as of the date it is executed, supersede any and all other agreements between the parties. The parties agree that there are no collateral contracts or agreements between them, that neither of them has made any representations to the other except such representations as are specifically set forth in this Agreement, and that any statements or representations that may previously have been made by either of them to other have not been relied on in connection with the execution of this Agreement and are of no effect.

- 19.2. Dr. Payne agrees that all restrictions contained in this Agreement are reasonable and valid and hereby waives any and all defences to their strict enforcement by the University.
- 19.3. No waiver or modification of this Agreement or any covenant, condition or restriction herein contained will be valid unless executed in writing by the party to be charged therewith.

20. CONSIDERATION

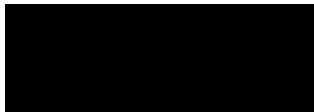
- 20.1. The parties acknowledge and agree that this Agreement has been executed by each of them in consideration of the mutual premises and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged.
- 20.2. The parties waive any and all defences relating to an alleged failure or lack of consideration in connection with this Agreement.

21. NOTICE

Any notice required to be given under this Agreement will be sufficiently given if delivered by hand or sent by registered mail as follows:

To Dr. Payne:

Dr. Geoffrey Payne



To the University:

University of Northern British Columbia
3333 University Way
Prince George, B.C.
V2N 4Z9

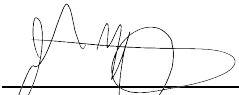
22. INTERPRETATION

- 22.1. Headings are included in this Agreement for the convenience of reference only and do not form part of this Agreement.
- 22.2. In the event that this Agreement provides a lesser benefit to Dr. Payne than the minimum standard contained in any applicable legislation, the minimum standard contained in such legislation will prevail to the extent of the inconsistency.

23. ENUREMENT

- 23.1 The provisions of this Agreement will enure to the benefit of and be binding upon Dr. Payne, his heirs, executors, personal legal representatives and permitted assigns, and the University, its successors and assigns. This Agreement will not be assigned by Dr. Payne.

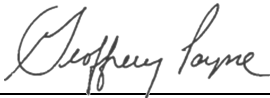
Dated at Prince George, BC, this 5 day
of December, 2024



Joel McKay
Board of Governors, Chair



Jim Martin
Board of Governors, Vice-Chair



Dr. Geoffrey Payne