**EMPLOYMENT AGREEMENT[[1]](#footnote-1)**

**BETWEEN:**

THIS AGREEMENT is made as of the \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_.

**University of Waterloo**

a corporation incorporated under the laws of Ontario

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

- and -

**[insert name of employee]**

an individual resident in the City of XX, in the Province of YY

(hereinafter referred to as the "**Employee**")

**WHEREAS** the University and the Employee wish to enter into this Agreement to set forth the rights and obligations of each of them as regards the Employee’s employment with the University;

**NOW THEREFORE**, in consideration of the mutual covenants and agreements contained in the Agreement below and other good and valuable consideration, the Employee and the University (the “**Parties**”) hereto mutually covenant and agree as follows:

1. Employment
   1. **Employment** –The University agrees to employ, and the Employee accepts employment with the University as a [category of appointment][[2]](#footnote-2)**.** In light of the category and rank of the Employee’s appointment, the Employee is not a member of the Faculty Association of the University of Waterloo (“FAUW”) and is therefore not subject to the terms and conditions of the Memorandum of Agreement (“MOA”).
   2. **Contingent on funding** –The Employee understands and agrees that their appointment is contingent on external funding. The provision of external funding constitutes a material inducement to the University to enter into this Agreement and to employ the Employee and the University would not enter this Agreement absent such inducement.[[3]](#footnote-3)
   3. **Responsibilities and Duties** –As [insert category and rank or type of appointment as indicated in footnote 1], the Employee shall perform the duties and responsibilities as are assigned to the Employee by the University that are commensurate with the Employee’s role. In this position, the Employee shall report to the [insert title to whom the Employee will report].
   4. The Employee agrees to act in the best interests of the University at all times and to faithfully discharge their duties and responsibilities hereunder. The Employee will devote the necessary professional time and attention to the business and affairs of the University, and the Employee agrees that they shall not undertake any other business or occupation or become a director, officer, employee or agent of any other person without obtaining prior written approval, as provided for by [Policy 49 – Extra-University Activity (Faculty Members)](https://uwaterloo.ca/secretariat/policies-procedures-guidelines/policy-49), as may be amended from time to time. The Employee specifically acknowledges and agrees that their failure to abide by this provision will result in discipline up to and including termination of employment.
   5. **Compliance with Policies** –By the Employee’s acceptance of this offer, the Employee agrees to be expressly subject to the policies and procedures found on the Secretariat’s webpage at: <https://uwaterloo.ca/secretariat/policies-classification> which are in effect at the University from time to time and applicable to the rank or classification of the Employee’s appointment, including, without intending to limit the generality of the foregoing, terms relative to salaries and salary scales, academic responsibilities, employee benefits, payroll procedures and published University policies. It is further understood that these terms and policies are subject to amendment or variation from time to time by action of the Senate and/or the Board of Governors. Notwithstanding the foregoing, where there is any conflict between the terms and policies of the University and this Agreement, this Agreement shall be paramount, govern and apply.
   6. **No Prior Restrictions** – The Employee represents and warrants that they are under no contractual obligations to any former employer or other third party that would preclude or restrict in any manner their employment or promotion with the University. The Employee covenants and agrees that they shall not at any time disclose to the University confidential information belonging to any former employer or other third party.
   7. **Mandatory Training** – All individuals who have a formalized relationship with the University are required to complete the mandatory on-line Accessibility training modules found on the Human Resources web site: <https://uwaterloo.ca/human-resources/accessibility/legislation/customer-service-standard> and the three mandatory on-line safety courses found on the Safety Office web site: <https://uwaterloo.ca/safety-office/training/training-programs>. The Employee agrees to make arrangements to fulfill these requirements as soon as possible.
   8. **Non-Canadians and Permanent Residents[[4]](#footnote-4)** – The Employee acknowledges and agrees that any person who is not a Canadian Citizen, and who does not have Permanent Resident status in Canada, must secure permission from Immigration, Refugee and Citizenship Canada (IRCC) to perform any work in Canada. The University will have an obligation to seek permission from IRCC for compliance against the Immigration and Refugee Protection Regulations. Therefore, this offer is contingent upon such permissions being granted. If such permissions are not granted by the start date noted in Article 1.9 below and/or proof is not provided to the University by this date then the offer shall be immediately rescinded, and the University shall have no obligation to employ the Employee and the terms of this Agreement shall not apply. Although the University will follow the prescribed procedures in application for such permission as the employer, the authorization to work in Canada is granted to the Employee personally and the University cannot guarantee that it will be obtained. The Employee is therefore advised to pursue the matter of permission (in writing or online) with a Canadian embassy, high commission or consulate in the Employee’s country of legal residence as soon as possible. At that time, the Employee should have this Agreement in their possession.
   9. **Term** -- Subject to the terms and conditions of Article 3, the employment of the Employee pursuant to this Agreement shall begin on [insert start date]. [The Employee’s employment shall expire on (insert end date)][[5]](#footnote-5) (the “**Term**”).
   10. **Foreign Workers’ Rights**[[6]](#footnote-6)– The University has an obligation to inform the Employee of their rights as a foreign national employed by a Canadian employer. Such information can be found on the Temporary Foreign Worker Program web site: <https://www.canada.ca/en/employment-social-development/services/foreign-workers/protected-rights.html>. The Employee agrees to familiarize themselves with such information as soon as possible and acknowledges that the University has met its obligation to inform the Employee.
2. Compensation and Benefits
   1. **Salary** –The University shall pay to the Employee an annual base salary of [insert salary] (the "**Salary**"), less required deductions and withholdings, or such other amount from time to time set by the University. Salary will be paid in installments through direct deposit to the Employee’s bank account.
   2. **Group Benefits** – The Employee may be eligible to participate in the group benefits program (“Benefits”), including extended health, dental, disability, pension, and life insurance plans, generally available to employees of the University, subject to plan terms (including eligibility criteria). Participation in these plans is mandatory for all employees upon achievement of the eligibility criteria and corresponding payroll deductions will apply as of the date of eligibility. The Employee acknowledges that the University retains the right to change or terminate the Benefits at its sole discretion, and that such change or termination will not constitute a constructive dismissal.

Parties acknowledge and agree that participation in the University Health Insurance Plan (UHIP) is **mandatory** for all individuals who have a formalized relationship with the University including their accompanying dependents (spouse/children) if they are not eligible for the provincial healthcare coverage such as the Ontario Health Insurance Plan (OHIP) for residents of Ontario. Provincial healthcare coverage is a prerequisite for participation in the extended health and dental benefits Please review the Human Resources [UHIP website](https://uwaterloo.ca/human-resources/support-employees/benefits/uhip-university-health-insurance-plan-manulife-cowan) to determine eligibility requirements and enrollment process.

* 1. **Vacation** – The Employee is eligible for vacation as outlined in Policy 56 (Vacations and Vacation Pay for Non-regular Faculty Members, Including Graduate and Undergraduate Students with Academic Appointments): <https://uwaterloo.ca/secretariat/policies-procedures-guidelines/policy-56>, which may be subject to change from time to time.
  2. **Expenses** - The Employee shall be reimbursed for any other reasonable and proper expenses as described in [Policy 28 (Payment of Moving Expenses and Travel Allowances to Newly-Appointed Faculty and Staff)](https://uwaterloo.ca/secretariat/policies-procedures-guidelines/policy-28) and [Policy 31 (Travel)](https://uwaterloo.ca/secretariat/policies-procedures-guidelines/policy-28), which are subject to change from time to time. The expenses shall be pre-approved and incurred by the Employee in connection with the performance of the Employee’s duties and responsibilities hereunder, including business entertainment, professional memberships (if applicable), travel and other similar items. The University shall reimburse the Employee for any business expenses that are properly incurred in accordance with the University’s normal expense policies and/or practices, as they are amended from time to time, and upon the Employee providing appropriate receipts or other vouchers to the University in support of such expense claims.

1. Termination of Employment and Temporary Layoffs
   1. **Termination by Employee** – The Employee may terminate their employment, prior to the expiry of the Term, by providing the University with two (2) weeks written notice of resignation. The University may, in its sole discretion, waive this two (2) week resignation notice period in whole or in part, and direct the Employee to cease attending the workplace. If the University waives any part of this period, it will continue the Employee’s Salary and Benefits, and provide the Employee with all other entitlements required, if any, by the *Employment Standards Act, 2000* or applicable successor legislation (the “ESA”).
   2. **Termination for Cause** – The University may, at any time, terminate the Employee’s employment for just cause by providing the Employee with only those minimum entitlements required by the ESA, if any, to written notice (or pay in lieu thereof), severance pay (if applicable), Benefit continuation for the minimum period required, and any other applicable ESA entitlements. The Employee shall also receive unpaid Salary and accrued but unpaid vacation pay earned up to the date of termination.
   3. **Termination Without Cause** – The University may, at any time, terminate the Employee’s employment, without just cause, by providing the Employee with only those minimum entitlements required by the ESA to written notice (or pay in lieu thereof), severance pay (if applicable), Benefit continuation for the minimum period required, and any other applicable ESA entitlements. The Employee shall also receive unpaid Salary and accrued but unpaid vacation pay earned up to the date of termination.
   4. **Expiry of the Term** – Upon the expiry of the Term, the Employee’s employment will immediately and automatically terminate. In such circumstance, the Employee shall receive only those minimum entitlements required by the ESA, if any, to written notice (or pay in lieu thereof), severance pay (if applicable), Benefit continuation for the minimum period required, and any other applicable ESA entitlements. The Employee shall also receive unpaid Salary and accrued but unpaid vacation pay earned up to the expiry of the Term.[[7]](#footnote-7)
   5. **End of Funding**[[8]](#footnote-8) – In the event that any external funding ceases prior to the expiry of the Term, the employment of the Employee may be terminated by the University in accordance with Article 3.3 above.
   6. **Full and Final Satisfaction** – The Employee understands and agrees that if their employment is terminated or ceases (as the case may be) they will not be entitled to any additional notice, pay in lieu of notice, severance, or any other payments or entitlements, except for those minimum entitlements required by the ESA as set out in this Article 3. For clarity, and without limiting the generality of the foregoing, the Employee agrees that upon termination, they shall not be entitled to common law reasonable notice or pay in lieu thereof. However, in no event will the Employee receive less upon termination than those minimum requirements prescribed by the ESA.
   7. **Loss of Immigration Status** - The authorization to work in Canada is granted to the Employee personally by relevant government authorities, and the University cannot guarantee that it will not be revoked. The Employee is required to maintain a valid work permit or other formal documented permission during the entire period of this appointment.
   8. **Temporary Layoff** – The University reserves the right to place the Employee on a temporary unpaid layoff in accordance with the provisions of the ESA where at the time of layoff, the University expects to recall the Employee back to work. In the event that the Employee is laid off in accordance with the provisions of the ESA, it shall not constitute a constructive dismissal.
   9. **Return of the University’s Property -** Upon the termination of the Employee's employment for whatever reason, or otherwise upon the request of the University, the Employee agrees to immediately surrender to the University any of the University’s property in their control or possession, including, without limitation, any intellectual property belonging to the University, intellectual property to which the University has a licence, access passes, equipment, corporate credit cards, cellular telephone, laptop computer, keys, computer or voice mail passwords together with any copies or reproductions thereof and, further, the Employee undertakes that after they have returned all such documents, they will delete and destroy any files on any computer system, retrieval system or database that is in their possession or control.
   10. **Cooperation –** The Employee undertakes to cooperate with the University following the termination of their employment in all matters related to the conclusion of ongoing works or projects and to facilitate an orderly transfer of their responsibilities, functions and duties hereunder as may be required by the University. The Employee further undertakes to deliver appropriate resignations from all offices and directorship positions with the University and any associated or affiliated companies if, as and when requested by the University upon or following the termination of their employment.
2. Intellectual Property
   1. **Intellectual Property** – The Employee acknowledges and agrees that their intellectual property rights arising out of and in connection with work product created in the course of their employment or otherwise arising out of the employment relationship with the University are, subject to certain exceptions, governed by the current policies of the University including, without limitation, the principles set out in Policy 73, (<https://uwaterloo.ca/secretariat/policies-procedures-guidelines/policies/policy-73-intellectual-property-rights>) as may be amended from time to time. By signing below, the Employee explicitly acknowledges and agrees that they have had an opportunity to read Policy 73 and agrees to be bound by its terms together with the terms of this Article 4.
   2. In the event that Policy 73 does not apply, the Employee hereby assigns, transfers and grants to the University all worldwide right, title and interest, including all intellectual property rights, whether registrable or not, in any and all Work Product created, written, composed, made, produced, performed or designed by the Employee in the course of their employment with the University and in any way relating to the business of the University. The Employee further hereby waives any and all moral rights of authorship in favour of the University, and any proprietary rights that the Employee may now or in the future have in any Work Product created or developed in the course of the Employee’s employment with the University. “Work Product” shall be deemed to include all original artistic, literary or other Work Product created by the Employee, including business methods, coding, compiled data, compositions, computer programs, concepts, designs, prototypes, discoveries, drawings, formulae, improvements, inventions, know-how, papers, processes, research materials, sketches, technological advances, and trade-secrets.
3. Acknowledgment by Employee
   1. The Employee specifically acknowledges and agrees that:
      1. **The Employee has had sufficient time to review this Agreement thoroughly;**
      2. **The Employee has read and understands the terms of this Agreement and the obligations contained herein;**
      3. **The Employee received good and adequate consideration for entering into this Agreement, the receipt and sufficiency of which is hereby acknowledged; and**
      4. **The Employee has had the opportunity to obtain independent legal advice prior to their execution of this Agreement and in particular has had an opportunity to be advised of and be aware of their rights and entitlements under the ESA.**
4. General Provisions
   1. **Entire Agreement** - This Agreement, along with applicable University policies and procedures (as amended or adopted from time to time), constitutes the entire agreement between the Parties relating to the Employee’s employment, and supersede all prior agreements, understandings, negotiations and discussions between them and/or among the University, whether oral or written, relating to the subject matter of this Agreement. There are no conditions, warranties, representations or other agreements between the Parties (whether oral or written, express or implied, statutory or otherwise) except as specifically set out in this Agreement.
   2. **Amendment and Waiver** - No amendment to this Agreement shall be valid or binding unless set forth in writing and duly executed by the Parties. No waiver of any breach of any term or provision of this Agreement shall be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided in the written waiver, shall be limited to the specific breach waived.
   3. **Severability** - Each article, section and paragraph of this Agreement is a separate and distinct covenant and is severable from all other separate and distinct covenants. If any covenant or provision herein contained is determined to be void or unenforceable in whole or in part, it shall be deemed severed from this Agreement to the minimum extent possible and such determination will not impair or affect the validity or enforceability of any other covenant or provision contained in this Agreement. The remaining provisions of this Agreement will be valid, enforceable and remain in full force and effect.
   4. **Governing Law** – This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario.
   5. **Employment Standards:** If any provision of this Agreement provides a right or benefit that is less than the corresponding minimum right or benefit under the ESA, that provision will be deemed to provide the corresponding minimum right or benefit under the ESA.
   6. **Counterparts** - The University and the Employee agree that this Agreement may be executed in any number of counterparts, each of which when executed and delivered is an original (including any counterpart that is executed by a party and is transmitted to the other party by facsimile or email transmission), and all of which when taken together constitute one and the same instrument.

[the signature page follows]

**IN WITNESS WHEREOF** this Employment Agreement has been executed by the parties as of the date first written above.

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| SIGNED, SEALED AND DELIVERED in the presence of: | | )  )  )  )  ) | |  | | |
| Witness | | )  ) | | **[Employee Name]** | | |
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|  | |  | |  | | |
|  |  | | **UNIVERSITY OF WATERLOO** | | |
|  |  | | Per: | |  |
|  |  | | Name: | |  |
|  |  | | Title | |  |

1. This contract should only be provided to those employees who will be working in Canada. [↑](#footnote-ref-1)
2. Update this section to confirm if the individual is full time or part time and to indicate the employment position,: (a) Visiting Professor; (b) Visiting Associate Professor; (c) Visiting Assistant Professor; (d) Visiting Lecturer; (e) Research Professor; (f) Research Associate Professor; (g) Research Assistant Professor; (h) Research Associate; or (I) Special Faculty Appointment (excluding those appointments falling within the CUPE bargaining unit). If this is an unpaid appointment, please use the Unpaid Position Letter. [↑](#footnote-ref-2)
3. If this appointment is not contingent on funding, this section should be removed. [↑](#footnote-ref-3)
4. Only include if employee is a non-Canadian resident and permanently residing outside of Canada. [↑](#footnote-ref-4)
5. Definite term appointments are for up to 5 years .. [↑](#footnote-ref-5)
6. Only include if employee is non-Canadian/non-Canadian PR. [↑](#footnote-ref-6)
7. Persons with “Definite Term Appointments of one year or more” as defined in Policy 76, should be “notified by the Dean no less than six months before the end of the contract with regard to reappointment.” [↑](#footnote-ref-7)
8. Remove for those faculty whose employment is not contingent on funding. [↑](#footnote-ref-8)