**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 [Regular Faculty Member [rank or type of appointment][[2]](#footnote-2)][[3]](#footnote-3)**.** In light of the category and rank of the Employee’s appointment, the Employee is a member of the Faculty Association of the University of Waterloo (“FAUW”) and is therefore subject to the terms and conditions of the Memorandum of Agreement (“MOA”)].
   2. **Responsibilities and Duties** –As [insert category and rank or type of appointment as indicated above], 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. Responsibilities and duties will be as provided in University of Waterloo [Policy 76 (Faculty Appointments)](https://uwaterloo.ca/secretariat/policies-procedures-guidelines/policy-76) and [Policy 77 (Tenure and Promotion of Faculty Members)](https://uwaterloo.ca/secretariat/policies-procedures-guidelines/policy-77). In this position, the Employee shall report to the [insert title to whom the Employee will report].
   3. 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 their full professional time and attention to the business and affairs of the University, and the Employee agrees that any extra-university activity undertaken by the Employee shall be in accordance with University of Waterloo [Policy 49 (Extra-University Activity (Faculty Members))](https://uwaterloo.ca/secretariat/policies-procedures-guidelines/policy-49) and [Policy 69 (Conflict of Interest).](https://uwaterloo.ca/secretariat/policies-procedures-guidelines/policy-69)  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.
   4. **Contingent on achievement of PhD**[[4]](#footnote-4) – The Parties agree that this offer of employment is conditional upon completion of the requirements for the Employee’s PhD degree[[5]](#footnote-5) and upon receipt, by the University, of satisfactory evidence from [granting institution], prior to the employment start date noted in Article 1.10 below. If these conditions are not met prior to the start date, this offer of employment shall be automatically rescinded without further notice to the Employee, and the Univeristy shall have no obligation to employ the Employee in any capacity.[[6]](#footnote-6)
   5. **Compliance with Policies** –The Employee agrees to be expressly subject to such 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, including, without limiting the generality of the foregoing, policies and terms related to salaries and salary scales (as set out in the MOA), academic responsibilities, employee benefits, payroll procedures, and, in particular, the MOA between the University and the FAUW. It is further understood that these terms and policies are subject to amendment or variation from time to time.
   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***[[7]](#footnote-7) –* 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 may also have an obligation to seek permission from Employment and Social Development Canada (ESDC) for a confirmation against the Labour Market. Therefore, this offer is contingent upon such permissions being granted. If such permissions are not granted by the start date noted in Article 1.10 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 have no further obligation to them. Although the University will follow the prescribed procedures in application for such permissions 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, consulate or Visa Application Centre (VAC) in the Employee’s country of legal residence as soon as possible. At that time, the Employee should have this Agreement in their possession. To help defray costs associated with the Employee immigrating to Canada (such as work permit fees, residence fees, medical fees, etc.), the University will provide the Employee with a one-time taxable allowance of $1,000 Canadian.
   9. **Foreign Workers’ Rights**[[8]](#footnote-8)– 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.
   10. **Term** -- The employment of the Employee pursuant to this Agreement shall begin on [insert start date]. [The appointment shall expire on (insert end date)][[9]](#footnote-9) (the “**Term**”). [**If it is a probationary appointment, include the following language**: *“This is a probationary term appointment**as provided by* [*Policy 76 (Faculty Appointments)*](https://uwaterloo.ca/secretariat/policies-procedures-guidelines/policy-76)*, which can be changed from time to time. The enclosed copies of the University of Waterloo Appointments/Tenure Policies outline the procedures that will be followed in the consideration of a reappointment, or the granting of tenure to probationary term appointees. The comments below are intended to be helpful in conveying a clear understanding of the nature, terms, and conditions of an appointment to the faculty at the University of Waterloo. As outlined in* [*Policy 77 (Tenure and Promotion of Faculty Members)*](https://uwaterloo.ca/secretariat/policies-procedures-guidelines/policy-77)*, the University expects all faculty members to maintain high standards in all aspects of their university work; performance standards and their assessment are described in Policy 77.*

*All regular faculty members are expected to contribute to undergraduate teaching and, where possible, to contribute to graduate teaching and to participate in project/thesis supervision. High-quality teaching is an important UW goal. Regular faculty members are expected to be active contributors to the advancement of their disciplines and professions, to keep academic programs and courses current with developments in their fields, and to communicate their research and scholarship through publication in journals of record and other venues appropriate to their discipline; they are also expected to seek external funding from major granting agencies (e.g. NSERC, SSHRC, CIHR) to support their scholarly work, including support for their graduate students. In addition to their primary duties of teaching and scholarship, regular faculty members are expected to serve on committees and participate in other administrative functions that support and advance the mission of the University.*].

1. 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 as provided in the MOA. 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 these arrangements, if recommended by the Pension & Benefits Committee and approved by the Board of Governors, 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.

**Vacation** – The Employee will be entitled to vacation in accordance with article 11.2 of the MOA between the FAUW and the University which can be found here: <https://uwaterloo.ca/secretariat/documents-potential-interest/memorandum-agreement-uw-fauw>.

* 1. **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),[Policy 31 (Travel)](https://uwaterloo.ca/secretariat/policies-procedures-guidelines/policy-28), and the MOA, which are 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
   1. Termination – If the University terminates the employment of the Employee, it shall be handled in accordance with the provisions of the MOA between FAUW and the University, and in particular, without limiting the generality of the foregoing, article 8 of the MOA, which can be found here: <https://uwaterloo.ca/secretariat/documents-potential-interest/memorandum-agreement-uw-fauw> and in [Policy 76 (Faculty Appointments)](https://uwaterloo.ca/secretariat/policies-procedures-guidelines/policy-76) for definite term faculty and [Policy 77 (Tenure and Promotion of Faculty Members)](https://uwaterloo.ca/secretariat/policies-procedures-guidelines/policy-77) for probationary faculty. The Employee is required to return all of the University’s property including but not limited to the University’s intellectual property as defined in [Policy 73 (Intellectual Property Rights)](https://uwaterloo.ca/secretariat/policies-procedures-guidelines/policies/policy-73-intellectual-property-rights), as amended from time to time.
   2. **Loss of Immigration Status**[[10]](#footnote-10) - 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. Should the Employee fail to provide an up to date work permit or other permissions to the University, or should such work permit or permissions be revoked, at any point during the appointment, the University will terminate the Employee’s employment. In that circumstance, the University will provide the Employee with only the minimum amount of written notice (or pay in lieu thereof) and the minimum amount of severance pay (if applicable), as required by the ESA. The University shall also continue Benefits (if applicable) for only the minimum time period required by the ESA, and shall further provide to the Employee any other minimal entitlements and minimal payments required by the ESA. The Employee shall also receive any earned but unpaid Salary and vacation pay (if any) up to and including the date of termination. The Employee agrees and acknowledges that if the Employee is terminated for failing to provide an up to date work permit or other permission to the University, or for having such work permit or other permission revoked, however caused, they shall receive only those entitlements set out in this Article 3.2 and the University shall not have any further or other liability to the Employee whatsoever, and the Employee hereby waives any right that they have, or may have, to receive reasonable notice at common law.
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.**
4. General Provisions
   1. **Entire Agreement** - This Agreement, in addition to the MOA between the FAUW and the University, and relevant University policies and procedures (as amended or adopted from time to time), together constitute 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 Employee’s employment. 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. **Paramountcy** – The University and the Employee agree that, notwithstanding the terms outlined in this Agreement, in the event that there is any conflict between the representations, warranties, conditions and terms in this Agreement and the provisions of the MOA between the FAUW and the University, and/or the relevant University policies, the MOA and Policy shall be paramount, govern and apply, and the representations, conditions, warranties and terms outlined in this Agreement, shall be deemed to be inapplicable in the circumstances.
   3. **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.
   4. **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.
   5. **Governing Law** – This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario.
   6. **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.
   7. **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.

**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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1. This contract should only be provided to those employees who will be working in Canada. [↑](#footnote-ref-1)
2. Choose one of the following for a Regular Faculty Member: (a) “in the rank of Professor”; (b) “in the rank of Associate Professor”; (c) “in the rank of Assistant Professor”; (d) “in the rank of Lecturer”. [↑](#footnote-ref-2)
3. If the Employee is a paid Adjunct Faculty Member, remove the bracketed portion and insert “paid Adjunct Faculty Member”. [↑](#footnote-ref-3)
4. Only include this section if the offer of employment is contingent on achieving a PhD. [↑](#footnote-ref-4)
5. Revise to other terminal degree as applicable. [↑](#footnote-ref-5)
6. The Faculty/Department can consider whether to employ the Employee in another capacity (i.e. as a definite-term Lecturer). Whenalternate employment is offered, a new written employment agreement must be used. Please note that for foreign nationals, it is not permissible to rescind this employment agreement and offer alternate employment [↑](#footnote-ref-6)
7. Only include this term, if the employee is a non-Canadian resident. [↑](#footnote-ref-7)
8. Only include if employee is non-Canadian/non-Canadian PR. [↑](#footnote-ref-8)
9. Definite term appointments are normally for up to 5 years; appointments can be renewed. For tenured professors only, there is no end date to the appointment. In that case, remove the last sentence of Article 1.10. [↑](#footnote-ref-9)
10. Remove if appointment is to a Canadian/Canadian PR. [↑](#footnote-ref-10)