

EXECUTIVE EMPLOYMENT AGREEMENT

THIS AGREEMENT is effective as of December 20, 2023 (the "**Effective Date**")

BETWEEN:

THE BOARD OF GOVERNORS OF THE SOUTHERN ALBERTA INSTITUTE OF TECHNOLOGY
(hereinafter called the "**Board**" or "**SAIT**")

-and-

Dr. DAVID ROSS
(hereinafter referred to as the "**Executive**")

(each a "**Party**" and collectively, the "**Parties**")

WHEREAS the Board, in accordance with the powers vested in it pursuant to the *Post-secondary Learning Act* (Alberta), wishes to re-appoint the Executive as President and Chief Executive Officer ("**CEO**") of the Southern Alberta Institute of Technology and the Executive wishes to accept the appointment pursuant to the terms of this Agreement;

AND WHEREAS the Board is bound by certain obligations and restrictions pursuant to the provisions of the *Reform of Agencies, Boards and Commissions Compensation Act* (Alberta), the *Reform of Agencies, Boards and Commissions (Post-secondary Institutions) Compensation Regulation* (Alberta) and the Guidelines thereunder and shortly, the *Public Sector Employer's Amendment Act, 2023* which received Royal Assent on December 2023 but is not yet proclaimed;

AND WHEREAS the Executive and the Board now wish to renew the Executive's appointment as President for the Term and therefore enter into this Agreement to set forth the rights and obligations of each of them with respect to the Executive's appointment with the Board;

AND WHEREAS the Executive and the Board agree that upon the Effective Date of this Executive Employment Agreement it shall supersede and replace any prior executive employment agreements in effect between the Parties and this Agreement shall bind the Parties regarding all matters related to the Executive's employment with the Board;

AND WHEREAS the Executive and the Board acknowledge and agree that this Agreement may require modification during the Term to ensure compliance with Bill 5: *Public Sector Employer's Amendment Act, 2023* and any regulations and or Ministerial Orders issued thereunder, including but not limited to creating a compliant compensation plan for the Executive, to wit the parties hereby commit to negotiate in good faith during the Term any such amendments as required to this Agreement to comply with the foregoing legislation;

NOW THEREFORE in consideration of the covenants and agreements herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, the Executive and the Board agree as follows:

Article 1
DEFINITIONS

1.1 In this Agreement, the following terms shall have the following meanings:

- (a) **"Administrative Leave"** means an entitlement to a period of temporary leave from a job assignment with pay and benefits intact;
- (b) **"Agreement"** means this executive employment agreement and any schedules attached hereto;
- (c) **"Base Salary"** means the annual base salary set out in Section 3.1;
- (d) **"Confidential Information"** means any information of a confidential nature which relates to SAIT, including but not limited to, trade secrets, technical information, patents, marketing strategies, sales and pricing policies, financial information, business, marketing or technical plans, programs, methods, techniques, concepts, formulas, documentation, intellectual property, research, software, industrial designs, products, technical studies and data, strategic studies, client and supplier lists, shareholder data and student and personnel information. Notwithstanding the foregoing, Confidential Information shall not include any information which:
 - (i) was in the possession of or known to the Executive, without any obligation to keep it confidential, before it was disclosed to the Executive by SAIT;
 - (ii) is or becomes public knowledge through no action of the Executive;
 - (iii) was independently developed by the Executive outside the scope of the Executive's employment duties to SAIT;
 - (iv) was disclosed by SAIT to another person or entity without any restriction on its use or disclosure; or
 - (v) is or becomes lawfully available to the Executive from a source other than SAIT.
- (e) **"Continuous Service"** means employment without any interruption in service of more than thirty (30) days, which is inclusive of the Executive's previous service with SAIT and other Public Agency (if applicable), provided that the Executive was not provided with any severance, termination or separation pay in respect of that previous employment;
- (f) **"Department"** means a department of the Government or of the public service of Alberta established under the *Government Organization Act* (Alberta), a part of the public service of Alberta that is designated as a department by the Lieutenant Governor in Council for the purposes of the *Public Service Act* (Alberta), and any part of the public service of Alberta, but does not include an Office of the Legislature;
- (g) **"Ethics Commissioner"** means Alberta's Ethics Commissioner, appointed by the Lieutenant Governor in Council;
- (h) **"Health Benefits"** means group insurance coverage, which includes Extended Health Care, Dental Care, Group Life Insurance, Accidental Death and Dismemberment Insurance, Long-term Disability, Optional Life Insurance, Voluntary Critical Illness Insurance, Health Spending Account, and Employee and Family Assistance Plan and or any other benefits as allowed for in accordance with the *Reform of Agencies, Boards and*

Commissions (Post-secondary Institutions) Compensation Regulation (Alberta) and the Guidelines thereunder as amended from time to time.

- (i) "**Just Cause**" means any matter that would constitute just cause for termination from employment at common law;
- (j) "**Public Agency**" means a public agency to which the *Alberta Public Agencies Governance Act* applies;
- (k) "**Severance Payment**" has the meaning set out in Section 6.2;
- (l) "**Severance Period**" means the period starting the day after the Termination Date and ending after the number of weeks for which the Severance Payment is payable as set out in Section 6.2;
- (m) "**Term**" has the meaning set out in Section 2.2;
- (n) "**Termination Date**" means the last day actively worked by the Executive under this Agreement as President and CEO and does not include any period of statutory, contractual or reasonable notice of termination of employment or any period of salary continuance or deemed employment, whether pursuant to this Agreement or at law.
- (o) "**Total Remuneration**" means the total amount of Base Salary and Health Benefits as stated in the *Reform of Agencies, Boards and Commissions (Post-secondary Institutions) Compensation Regulation (Alberta)* and the Guidelines thereunder as amended from time to time for the position of President and CEO of the Southern Alberta Institute of Technology.

Article 2 EMPLOYMENT AND TERM

Employment

- 2.1 Subject to the terms and conditions hereof, the Board appoints the Executive as President and CEO of SAIT and the Executive agrees to render services to SAIT in this capacity.

Term

- 2.2 This Agreement will be for a fixed term commencing December 20, 2023 and ending on October 31, 2027 (the "**Expiration Date**"), unless terminated earlier in accordance with the terms of this Agreement. The Term is subject to any subsequent changes in law which may impact the Board's ability to provide such a Term of employment to the Executive. The Term shall automatically expire on the Expiration Date, at which time SAIT will have no further obligations to the Executive other than for unpaid Base Salary, any applicable Administrative Leave, and accrued vacation pay properly owing to the Executive up to and including the Expiration Date, and other than as provided by this Agreement.

Notice for Negotiation

- 2.3 The Board will advise the Executive at least twelve (12) months in advance of the Expiration Date of whether the Board intends to negotiate a new agreement with the Executive, governing the appointment of the Executive as President and CEO of SAIT subsequent to the expiry of the Term. In the event the Parties successfully negotiate and execute a mutually agreed-upon agreement which complies with all applicable laws, the Executive's appointment as President and CEO shall

be governed by the terms and conditions of the new agreement upon the expiry of the Term. For clarity, regardless of whether the Parties successfully negotiate and execute a new agreement, this Agreement shall automatically expire on the Expiration Date.

- 2.4 The Board and the Executive agree that in the event that an amendment is required to this Agreement resulting from the proclamation of the *Public Sector Employer's Amendment Act, 2023* either party may serve notice on the other party forthwith in accordance with this Agreement.

Article 3 COMPENSATION AND BENEFITS

Base Salary

- ✓ 3.1 SAIT will pay the Executive a gross annual base salary in the amount of Three Hundred Sixty Six Thousand Six Hundred and Seventy Canadian Dollars and Eighty Cents (\$366,670.80), less any withholdings required by applicable law, payable in accordance with SAIT's payroll practices and procedures. The Executive's Base Salary shall be reviewed by the Board on an annual basis and, subject to applicable laws, increases will be made at the sole discretion of the Board.

Health Benefits

- ✓ 3.2 The Executive shall be entitled to participate in Health Benefits commensurate with the Executive's position, provided that the total annual cost to SAIT of all Health Benefits, including the Health Spending Account, Pensions as stated in article 3.7 and Automobile and Parking allowances as stated in article 3.10 and 3.11 shall not exceed 35% of the Executive's Total Remuneration. All Health Benefits provided by SAIT to the Executive shall be done in accordance with the formal plan documents or policies, and any issues with respect to entitlement or payment of Health Benefits shall be governed by the terms of such documents or policies establishing the benefit in issue. SAIT reserves the right to change, substitute and delete benefits from time to time, so long as such change, substitution or deletion does not materially or detrimentally affect any right, protection, or benefit to which the Executive is entitled, and that any resulting benefit shall be substantially similar to the benefits to which the Executive is entitled hereunder.

Administrative Leave

- 3.3 The Executive shall accrue 10.4 weeks of Administrative Leave per completed year of service under this Agreement, to a maximum of 52 weeks' accrued Administrative Leave. Such accrual shall be in accordance with the *Reform of Agencies, Boards and Commissions (Post-secondary Institutions) Compensation Regulation*, the Guidelines thereunder, and the modification made to the compensation framework by the President of Treasury Board, Minister of Finance under Ministerial Order 07/2019, issued on December 4, 2019.
- 3.4 The parties acknowledge that as of the Effective Date of this Agreement, the Executive has accrued 31.2 weeks' Administrative Leave. This accrual represents three complete years of service, and the Executive is working towards a fourth.
- 3.5 In the event that the Executive elects to assume a faculty position following the expiration of the Term, the accrued Administrative Leave will be offered to the Executive upon the Expiration Date. Payment of Base Salary during the Administrative Leave shall be in accordance with the Executive's Base Salary immediately prior to the Expiration Date. The Executive shall also continue

to receive Health Benefits, pension entitlements in accordance with Section 3.7 and vacation entitlements in accordance with Section 3.8.

- 3.6 The Executive shall forfeit any and all Administrative Leave accrued under this Agreement if any one of the following events occur:
- (a) The Executive elects not to assume a faculty position following the expiration of the Term, subject to the Parties entering in a new agreement governing the appointment of the Executive of President and CEO of SAIT for a new term, in which case any Administrative Leave accrued under this Agreement may be postponed and offered to the Executive upon the expiration of the new agreement;
 - (b) The Executive's appointment as President and CEO under this Agreement is terminated during the Term by SAIT for Just Cause; or
 - (c) The Executive resigns from his appointment as President and CEO under this Agreement during the Term.
- 3.7 In the event that the Executive's appointment as President and CEO under this Agreement is terminated during the Term without Just Cause, the Executive shall be provided with payment in lieu of Administrative Leave accrued up to and including the Termination Date, in accordance with Sections 6.2 and 6.3 of this Agreement.

Pensions

- ✓ 3.8 The Executive shall be entitled to participate in the Local Authorities Pension Plan on the terms and conditions specified in the *Local Authorities Pension Plan (Alberta)*, as amended from time to time, and SAIT's Supplementary Retirement Plan provided that the total cost to SAIT is not greater than if the Executive were a participant in the Management Employees Pension Plan established by the *Public Sector Pension Plans Act (Alberta)* and the Supplementary Retirement Plan for Public Service Managers.

Vacation

- ✓ 3.9 The Executive is entitled to a maximum of forty (40) days' paid vacation each year. In scheduling vacation time, the Executive will have regard to SAIT's operations and the reasonable direction of the Board. The Executive may not carry forward unused vacation time, except with the prior written approval of the Board. If not approved by the Board, the Executive will lose entitlement to unused vacation, except as may be required by applicable employment standards legislation. The Executive's entitlement to vacation, as set out in this Section, shall begin to accrue upon the Effective Date of this Agreement.

General Leave Days and Leaves of Absence

- ✓ 3.10 The Executive shall be eligible for general leave days, including absences for illness leave, family illness leave, bereavement leave, personal leave, maternity, parental or adoption leave, and leave for attendance at a court or tribunal, as offered by SAIT to other non-bargaining unit employees. The Executive shall also be eligible for leaves of absence in accordance with the *Public Service Employment Regulation (Alberta)*, if such leave is in SAIT's best interests.

Automobile and Parking

- ✓ 3.11 SAIT shall provide the Executive with the use of a vehicle, the purchase or lease of which shall comply with the *Reform of Agencies, Boards and Commissions (Post-secondary Institutions) Compensation Regulation* and the Guidelines thereunder.
- ✓ 3.12 SAIT shall provide the Executive with parking at the Executive's primary work location.

Reimbursement of Expenses

- 3.13 SAIT shall reimburse the Executive for travel and other expenses actually and reasonably incurred in the performance of the Executive's duties on behalf of SAIT, in accordance with SAIT's expense policies and procedures, which in no circumstance shall be greater than what is set out in the *Travel, Meal and Hospitality Expenses Directive (Treasury Board Directive #1/2015)*, as amended from time to time.

Indemnity

- 3.14 Subject to Section 3.14, SAIT shall defend, indemnify and save harmless the Executive 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 the Executive directly or indirectly, to the extent that such Claim related to or arises as a result of or in connection with the Executive's performance of his obligations under this Agreement, except to the extent that such Claims result from the Executive's gross negligence and/or wilful misconduct. The provisions of this Section shall survive the termination or expiration of this Agreement.

- 3.15 SAIT agrees to indemnify and save the Executive harmless from and against all demands, Claims, costs, charges and expenses, including any amount paid to settle an action or satisfy a judgment, reasonably incurred by the Executive in respect of any civil, criminal or administrative action or proceeding to which the Executive is made a party by reason of being or having been the President and CEO of SAIT if:
- (a) the Executive acted honestly and in good faith with a view to the best interests of SAIT; and
 - (b) in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, the Executive had reasonable grounds for believing that the Executive's conduct was lawful.

The provisions of this Section shall survive the termination or expiration of this Agreement.

Taxes and Withholdings

- 3.16 Taxes or other amounts required by law to be deducted from any amount paid pursuant to the Agreement shall be withheld by SAIT and remitted on behalf of the Executive to the Canada Revenue Agency or the appropriate government entity.

Article 4 COVENANTS OF THE EXECUTIVE

Time of Service

- 4.1 During the Term, the Executive shall devote the Executive's full time and attention to SAIT's business and affairs and shall use the Executive's best efforts to promote the interests of SAIT. During the Executive's appointment as President and CEO under this Agreement, the Executive shall not be involved in any other appointment, business, undertaking or employment (including self-employment), unless the Executive complies with the *Conflicts of Interest Act* (Alberta). Except as disclosed in the attached **Appendix "A"**, the Executive is not involved in any appointment, business, undertaking or employment.

Duties and Responsibilities

- 4.2 The Executive shall faithfully and diligently perform such duties and exercise such powers related to the office of President and CEO in accordance with the *Post-secondary Learning Act* (Alberta) and as may be assigned or specified from time to time by the Board, so long as such duties and powers are as customarily done by a President and CEO in an educational institution of similar size and stature to SAIT. The Executive shall fulfill the accountabilities of the role of President and CEO to a high standard of professional competence.
- 4.3 The Executive's performance shall be reviewed annually by the Board and assessed according to the criteria approved by SAIT.
- 4.4 The Executive shall truly and faithfully account for and deliver to SAIT all money, securities and things of value belonging to SAIT, which the Executive may from time to time receive for, from, and on account of SAIT.

Regulations and Policies

- 4.5 The Executive shall be bound by and shall faithfully observe all applicable laws and regulations (including but not limited to the *Conflicts of Interest Act (Alberta)*) and the rules, regulations and policies of SAIT as they may be amended or created from time to time, including but not limited to the Conflict of Interest Policy and the Code of Conduct Policy.

Conflict of Interest

- 4.6 The Executive must conduct himself impartially at all times and avoid real and apparent conflicts of interest, and comply with both the *Conflicts of Interest Act (Alberta)* as amended from time to time and SAIT's conflict of interest policies as promulgated and amended from time to time.

Reporting

- 4.7 The Executive reports directly to the Board, and the Executive's authority shall at all times remain subject to the authority of the Board.

Property Rights

- 4.8 The Executive acknowledges and confirms that SAIT shall be entitled to own and control all proprietary technology, and financial, operating, and training ideas, processes, and materials, including works of expression and all copyrights in such works, that are developed, created or conceived by the Executive during the course of this Agreement (collectively referred to as "**Contract Developments**"), to the extent that such Contract Developments relate to SAIT's current or potential business or undertakings or if such Contract Developments were in any part undertaken in connection with this Agreement or with SAIT supplied software or equipment or on the premises of SAIT or its customers or contractors. The Executive agrees that all copyrightable materials generated or developed under this Agreement, including computer programs and documentation, shall be owned exclusively by SAIT. Accordingly, the Executive hereby agrees to disclose, deliver, and assign all moral and legal rights associated with such patentable inventions, discoveries, and improvements, trade secrets, and all works subject to copyright, and further agrees to execute all documents, patent applications, and arrangements necessary to further document such ownership and/or assignment and to take whatever other steps may be needed to give SAIT the full benefit of them.
- 4.9 Upon the expiry of the Agreement or on termination otherwise of this Agreement, the Executive shall forthwith deliver or cause to be delivered to SAIT all books, documents, effects, money, securities or other property belonging to SAIT or for which SAIT is liable to others, which are in the possession, charge, control or custody of the Executive. The provisions of this Section shall survive the termination or expiration of this Agreement.

Article 5 CONFIDENTIALITY

- 5.1 At all times during the Term of this Agreement and after the Termination Date the Executive will keep strictly confidential all Confidential Information and shall not disclose the Confidential Information to any unauthorized persons, except with the express consent of the Board, or otherwise as required by law. The provisions of this Article shall survive the termination or expiration of this Agreement.

- 5.2 The Executive recognizes and understands that in performing the Executive's duties and responsibilities as President and CEO of SAIT, the Executive will occupy a position of trust and confidence and as a fiduciary, pursuant to which the Executive has and will develop and acquire wide experience and knowledge with respect to the business carried on by SAIT and the manner in which such business is conducted. It is the expressed intent and agreement of the Executive and of SAIT that such knowledge and experience shall be used solely and exclusively in the furtherance of the business interests of SAIT and not in any manner detrimental to SAIT. The Executive therefore agrees that, so long as the Executive is employed by SAIT pursuant to this Agreement, the Executive shall not engage in any practice or business that competes, directly or indirectly, with the business of SAIT. The Executive further agrees that the Executive's fiduciary duties shall survive the termination of the Executive's employment for any reason.
- 5.3 The Executive further acknowledges and agrees that the benefits and payments provided for pursuant to this Agreement constitute good, valuable and sufficient consideration for the Executive's agreement to the terms of this Agreement, including the restrictions set out in this Article 5. The Executive hereby freely agrees that all restrictions contained in this Article are reasonable, valid and necessary protections of SAIT's proprietary interests and hereby waives any and all defences to the strict enforcement thereof by SAIT.
- 5.4 The Parties acknowledge and agree that SAIT would suffer irreparable injury in the event of any breach by the Executive of the confidentiality obligations in this Article 5. Accordingly, the Executive hereby acknowledges and agrees that damages would be an inadequate remedy at law in connection with the breach and that SAIT is therefore entitled, in addition to any action for damages, to temporary and permanent injunctive relief enjoining and restraining the Executive from any such breach.

Article 6 TERMINATION

Termination for Just Cause

- 6.1 SAIT may immediately terminate this Agreement and the Executive's employment under this Agreement for Just Cause, without notice, pay, or any further obligation to the Executive except where otherwise stated in this Agreement and except for any accrued Base Salary, accrued benefits and accrued vacation. SAIT will provide the Executive with written notice of immediate termination, which notice shall set out the particulars of the Just Cause.

Termination without Just Cause

- 6.2 SAIT may terminate the Executive's employment under this Agreement at any time during the Term without Just Cause. In the case of termination without Just Cause, the Executive will be entitled to the following Severance Payment:
- (a) Four (4) weeks' Base Salary per year of Continuous Service, to a maximum of fifty-two (52) weeks' Base Salary;
 - (b) Payment in an amount equal to the cost to SAIT for four (4) weeks of benefits per year of Continuous Service, to a maximum of 16% of the amount in Section 6.2(a); and
 - (c) Payment in lieu of the Executive's Administrative Leave that has accrued to the Executive up to and including the Termination Date, to a maximum of fifty-two (52) weeks.

- 6.3 The Executive hereby acknowledges and agrees that should the Executive become employed with either the Alberta Crown or a Public Agency during the Severance Period, the Executive shall repay SAIT a portion of the Severance Payment equal to the amount of salary, before mandatory statutory deductions and benefits, earned in respect of the Executive's new employment during the Severance Period, to the maximum of the full Severance Payment, before mandatory statutory deductions.

Resignation by the Executive

- 6.4 The Executive may terminate this Agreement and the Executive's employment with SAIT by providing three (3) months' prior written notice to SAIT (the "Resignation Notice Period"). The Executive will receive the Executive's Base Salary, benefits and other entitlements provided for in this Agreement during the Resignation Notice Period, but shall not be entitled to any of the payments provided by Section 6.2. Upon receipt of such notice of resignation from the Executive, SAIT may either require the Executive to continue to perform the Executive's duties until the end of the Resignation Notice Period, or SAIT may in its sole discretion terminate the Executive at any time after receipt of the notice, without additional compensation or obligation to the Executive, except for the amount of Base Salary which otherwise would have been payable to the Executive through the remainder of the Resignation Notice Period.

Article 7 PROVISIONS AT CONCLUSION OF APPOINTMENT

Commencement of Duties as Faculty Member

- 7.1 In accordance with the Board's March 24, 2020 decision to designate the Executive as an academic staff member which takes effect at the Expiration Date or upon termination with or without Just Cause, the Executive shall forthwith assume a full time faculty position at SAIT at a rate of remuneration commensurate with his qualifications and experience, to be negotiated between the Executive and the Board (subject to the provisions of any applicable collective agreement), except that if not otherwise agreed the Executive's salary and other entitlements shall be determined in accordance with the collective agreement and salary schedule in force at the commencement of this Agreement.

Post-Appointment Restrictions

- 7.2 Subject to the *Conflicts of Interest Act* (Alberta), or, if the Executive receives a waiver or reduction of the applicable restricted periods set out in the legislation, the Executive shall not:
- (a) for a period of 12 months from the Termination Date, lobby any public office holder as defined in the *Lobbyists Act* (Alberta);
 - (b) for a period of 12 months from the Termination Date, act on a commercial basis or make representations on the Executive's own behalf or on behalf of any other person in connection with any ongoing matter in connection with which the Executive, while in the position of President and CEO, directly acted for or advised a Department or Public Agency involved in the matter;
 - (c) for a period of 12 months from the last day the Executive had a direct and significant official dealing with a Department or Public Agency during the Term, make representations with respect to a contract or benefit from that Department or Public Agency;

- (d) for a period of 12 months from the last day the Executive had a direct and significant official dealing with a Department or Public Agency during the Term, solicit or accept on the Executive's own behalf a contract or benefit from that Department or Public Agency; and
- (e) for a period of 12 months from the last day the Executive had a direct and significant official dealing with an individual, organization, board of directors or equivalent body of an organization during the Term, accept employment with that individual or organization or an appointment to the board of directors or equivalent body.

The provisions of this Section shall survive the termination or expiration of this Agreement.

Article 8 PRIVACY

- 8.1 The Executive acknowledges and agrees that the Executive will take all reasonable steps to protect and maintain personal information of the employees, students or consultants of SAIT obtained in the course of the Executive's employment with SAIT. The Executive shall at all times comply, and shall assist SAIT to comply, with all applicable privacy laws.
- 8.2 The Executive acknowledges and agrees that the disclosure of the Executive's personal information may be required as part of: (i) the ongoing operation of SAIT, (ii) as required by law or regulatory agencies, (iii) for the purposes of requesting for approval of a policy; (iv) as part of SAIT's audit process, (v) as part of a potential business or commercial transaction, or (vi) as part of SAIT's management of the employment relationship (together, the "**Personal Information Disclosure**"), and the Executive hereby grants consent as may be required by applicable privacy laws to the Personal Information Disclosure.

Article 9 GENERAL

Remedies

- 9.1 In the event that this Agreement is terminated in accordance with Sections 6.2 and 6.3, the Executive hereby covenants and agrees to execute a full and final release in favour of SAIT in a form and substance that is satisfactory to both Parties, acting reasonably.

Sections and Headings

- 9.2 The division of this Agreement into Articles and Sections and the insertion of headings are for the convenience of reference only and shall not affect the construction or interpretation of the Agreement. The term "this Agreement" and similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof and include any agreement or instrument supplemental or ancillary hereto. Unless something in the subject matter or context is inconsistent herewith, references herein to Articles and Sections are to Articles and Sections in this Agreement.
- 9.3 In this Agreement, words importing the singular number only shall include the plural and vice versa and words importing the masculine gender shall include the feminine and vice versa and words importing persons shall include individuals, partnerships, associations, trusts, unincorporated organizations and corporations and vice versa.

Entire Agreement

- 9.4 This Agreement and any other agreements expressly incorporated by reference herein, constitute the entire agreement between the Parties with respect to the subject matter hereof, and supersede and replace any and all prior agreements, undertakings, representations or negotiations pertaining to the subject matter of this Agreement. The Parties agree that they have not relied upon any verbal statements, representations, warranties or undertakings in order to enter into this Agreement.
- 9.5 The terms of this Agreement shall supersede the terms of any other agreement, plan, policy or practice of SAIT where such other plans, policies or practices differ from the terms of this Agreement. To the extent such plans, policies or practices are not amended by this Agreement, the terms of such plans, policies and practices shall apply to the Executive's employment with SAIT. If this Agreement conflicts with any entitlement under any other agreement, plan, policy or practice of SAIT, or the Indemnity, then the provisions of this Agreement will govern.

Benefit of Agreement

- 9.6 This Agreement shall ensure to the benefit of and be binding upon the heirs, executors, administrators and legal personal representatives of the Executive and the successors and assigns of SAIT, respectively. The obligation of the Board to make any payment to the Executive pursuant to this Agreement shall not be affected by, and the amount of such payment shall not be reduced by virtue of the death of the Executive in which event the amounts payable shall be paid to the Executive's spouse or legal representative. In the event of the death of the Executive, SAIT owes to the Executive's estate or beneficiary everything earned up to the time of death. The event of death terminates this Agreement.

Modification and Waivers

- 9.7 This Agreement may not be modified in any respect except in writing duly executed by the Parties, and no modification or amendment of any term, provision, or condition of this Agreement will be binding or enforced unless executed in writing by them.
- 9.8 No waiver of this Agreement shall be binding unless it is in writing signed by the Parties hereto. No waiver of a breach hereof shall be deemed to constitute a waiver of a future breach, whether of a similar or dissimilar nature.

Severability

- 9.9 If any provision of this Agreement is determined to be invalid and unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provisions or part thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and effect.


Assignment

- 9.10 Neither this Agreement nor the rights or obligations hereunder may be assigned by either Party.

Notices

- 9.11 Any demand, notice or other communication ("**Notice**") to be given in connection with this Agreement will be given in writing by personal delivery, by registered mail or by facsimile addressed to the recipient as follows:

To the Executive:

Dr. David Ross


To SAIT:

Southern Alberta Institute of Technology
1301 – 16th Avenue NW
Calgary, Alberta T2M 0L4
Attention: Chair, Board of Governors

or such other address as may be designated by Notice given by either Party to the other. Any Notice given by personal delivery will be conclusively deemed to have been given on the day of actual delivery, and, if given by registered mail, on the third day, other than a Saturday, Sunday or statutory holiday in the Province of Alberta, following the deposit in the mail and, if sent by facsimile or email, on the day of transmittal.

Governing Law

- 9.12 This Agreement will be governed in accordance with the laws of the Province of Alberta and the laws of Canada. Alberta shall be the sole and proper forum with respect to any suits brought with respect to this Agreement and the Parties hereby attorn to the jurisdiction of the Courts of the Province of Alberta.

Provisions that Operate Following Termination

- 9.13 Notwithstanding the termination of the appointment of the Executive for any reason whatsoever and with or without Just Cause, or as at the expiration of the Term, the provisions of Article 5 and Sections 3.13, 3.14, 4.9, and 7.2 shall continue in full force and effect.

Independent Legal Advice

- 9.14 The Executive acknowledges that the Executive has had the time and opportunity to obtain independent legal advice with respect to the execution of this Agreement, and that the Executive has read, understands, and agrees with all of the terms and conditions contained in this Agreement.

Execution in Counterpart

- 9.15 This Agreement may be executed in counterparts, each of which shall be deemed to be an original and both of which together shall constitute one and the same instrument. To evidence its execution of an original counterpart of this Agreement, a Party may send a copy of its original signature on the execution page hereof to the other Party by facsimile or other electronic transmission and such transmission shall constitute delivery of an executed copy of this Agreement to the receiving Party.

IN WITNESS WHEREOF the Parties have executed this Agreement effective as of December 20, 2023.

**THE BOARD OF GOVERNORS OF THE
SOUTHERN ALBERTA INSTITUTE OF
TECHN**

Per:

**DAVID ERICKSON
CHAIR, BOARD OF GOVERNORS**

[Redacted Signature]

WITNESS

[Redacted Signature]

Dr. DAVID ROSS

APPENDIX "A" – CURRENT INVOLVEMENTS

The Executive has no reported current involvements.