

Office of the President and Vice-Chancellor

November 12, 2015

Ms. Sonia Trudel
[REDACTED]

Dear Ms. Trudel,

[REDACTED]

[REDACTED]

[REDACTED] it is in the best interests of both parties to proceed in accordance with article 7.02.2. Therefore, the University is prepared to offer you the following:

1. Upon returning a duly signed copy of the enclosed "*Transaction, Release and Discharge*", and in conformity with your employment agreement with Concordia University, the University will pay to you a compensatory payment equal to one (1) year of salary, which includes payment in lieu of notice, including any severance pay entitlement pursuant to the *Act Respecting Labour Standards of Québec*, and any other legal entitlements. Should you wish to do so, you may have this amount paid to you as salary continuance.
2. Payment of vacation credits earned but not used, up to and including November 12, 2015. This will be paid to you in a lump sum, less statutory deductions, on the pay of December 11, 2015. According to our records, you have nine (9) days of accrued and unused vacation.
3. The benefits provided for in Article 4.06 iii and iv of your employment contract will remain in place for a period of sixty (60) days following the termination of your employment today, providing that you also maintain your contributions to these plans.

.../2

4. You may elect to have the amounts noted above (equal to one (1) year of salary) paid to you as salary continuance during a one (1) year period (November 13, 2015 to November 13, 2016). You will not accrue any entitlement to vacation or to vacation pay during the period of salary continuance and the only benefits during this period are as set forth in the immediately preceding paragraph. You may at any time during the salary continuance period request to have the remaining amount of salary paid as a lump sum.
5. Transition assistance for up to four months, with the firm Optimum Talent. This option must be exercised within three months of [REDACTED] A representative of Optimum Talent is available to meet with you immediately following our meeting today. The University will assume the total cost of this confidential service.

Within 31 days following the date at which your group life insurance ceases, you hold a privilege of converting your coverage to an individual life insurance policy. The forms and documents you will need to effect this conversion, along with information regarding your pension will be forwarded to you at the above address. Your Record of Employment will be forwarded to you within the legal time requirements. Should you have any questions related to pension and benefits please contact Kimiko Kudo, Manager, Pension and Benefits at 514-848-2424 extension 3661 or by e-mail at: kimiko.kudo@concordia.ca.

Please note that the payment [REDACTED] will be remitted to you upon our receipt of a signed copy of the enclosed *Transaction, Release and Discharge* and Appendix A of same, noting your selection of payment method, on or before **Wednesday, November 18, 2015**. You may deliver or fax the signed copy of the *Transaction, Release and Discharge* to Carolina Willsher at fax number 514-848-4229. In addition to the above, while you were employed with us, you were privy to confidential information. You had and you continue to have an obligation to keep all information confidential and not to use any such information in any way in accordance with your employment agreement and the law.

[REDACTED]

Should you have any questions, please contact Carolina Willsher at 514-848-2424, extension 3686 or by e-mail at: carolina.willsher@concordia.ca.

I wish you well in your future endeavours.

Sincerely,

A handwritten signature in black ink, appearing to read 'AS', with a stylized flourish extending to the right.

Alan Shepard
President

c.c. Carolina Willsher, Associate Vice-President, Human Resources

TRANSACTION, RELEASE AND DISCHARGE

BETWEEN:

Ms. Sonia Trudel, residing and domiciled at [REDACTED]
[REDACTED]

(Hereinafter referred to as "**Ms. Trudel**")

AND:

CONCORDIA UNIVERSITY, 1455 de Maisonneuve
Street West, Montréal, Québec, H3G 1M8;

(Hereinafter referred to as the "**University**")

WHEREAS **Ms. Trudel** has been continuously employed by the **University** since August 17, 2015;


WHEREAS **Ms. Trudel's** employment with the **University** terminated effective November 12, 2015;

WHEREAS [REDACTED];

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The preamble forms an integral part of the present *Transaction, Release and Discharge* (hereinafter referred to as the or this "**Agreement**");
2. In consideration of the terms outlined in the letter of November 12, 2015 to **Ms. Trudel** from Alan Shepard, President and Vice-Chancellor, **Ms. Trudel** hereby releases and forever discharges the **University**, as well as its Directors, Officers, Governors, employees, mandataries, agents, any other representatives and its insurers (the **University** and such persons being hereinafter referred to collectively as the "**University Group**" or individually as a "**Member of the University Group**") from all manner of actions, proceedings, causes of action, rights, suits, complaints, grievances, debts, claims, liabilities and demands of any kind or nature whatsoever, whether known or unknown, resulting, arising or in any way related or connected, directly or indirectly to her employment with the **University**, the cessation of such employment or the termination of any related benefits, which she had, has or may have in the future. **Ms. Trudel** hereby waives and renounces all such manner of actions, proceedings, causes of action, rights, suits, complaints, grievances, debts, claims, liabilities and demands of any kind or nature whatsoever, if any, including any right or claim to reinstatement or future employment with the **University**, if any, as well as any other claim for remuneration, any claim for or in connection with salary, overtime, expenses, vacation pay, [REDACTED] bonus, pension or any other employment benefits, [REDACTED] severance or separation allowance, damages, and/or any amount owing or any claim or right arising under any applicable legislation, including, without limitation, the *Civil Code of Quebec*, the *Act respecting Labour Standards*, the *Labour Code*, the *Act respecting Occupational Health and Safety*, the *Act respecting Industrial Accidents and Occupational Diseases*, or the *Charter of Human Rights and Freedoms*, **Ms. Trudel's** contract of employment, or under any other written or verbal contract, agreement, regulation, policy, plan or decree.
3. In consideration of the terms of settlement outlined herein, the **University** releases and forever discharges **Ms. Trudel** from any claim, action, right of action, demand and/or complaint of any kind

arising directly or indirectly from **Ms. Trudel's** employment with the **University** or termination thereof.

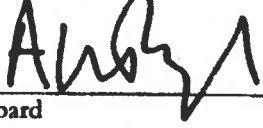
4. The **University** makes no guarantee as to the acceptance by any taxation or other governmental authorities of the modalities of payment chosen by **Ms. Trudel** under or in connection with this Agreement. **Ms. Trudel** undertakes to reimburse the **University** any sums and penalties that may become due to any taxation or other governmental authorities by virtue of the modality of payment chosen by her, **Ms. Trudel** hereby undertaking and agreeing to indemnify and hold harmless the **University Group** with respect to any claim, loss or responsibility for, or in respect thereof.
5. 
6. Without in any way limiting **Ms. Trudel's** obligations of confidentiality pursuant to law and pursuant to her employment contract, **Ms. Trudel** hereby acknowledges that in the course of her employment, she had access to and was entrusted with confidential and or sensitive information (the "**Information**"), and she agrees that without the express written permission of the **University**, she shall not, at any time, directly or indirectly, use or disclose in any manner or for any purpose whatsoever, to any person, any of the **Information** except if the **Information** is available to the public or in the public domain or if disclosure of the **Information** is required to be made by any law, regulation, governmental body, or authority or by court order. Within ten (10) days following execution of this Agreement, **Ms. Trudel** undertakes to return to the **University** any and all written, printed or recorded material, including any computer data of any nature whatsoever, which is in her possession or to which she could have access and which in any manner whatsoever pertains to the **University** or to the services performed by her at any time during her employment. In this context, **Ms. Trudel** expressly acknowledges that: (i) any failure to respect the obligations described in this paragraph will cause the **University** serious and irreparable harm which monetary damages may not alone be sufficient to remedy; (ii) the **University** will be entitled, without waiving any other rights and recourses, to enforce the terms and provisions hereof by means of compelling specific performance and by means of injunction; (iii) any such recourse(s) will be in addition to any other rights and recourses that the **University** has with respect to such a breach.
7. The parties hereby declare that they fully understand the terms of settlement and voluntarily accept the said terms for the purpose of making full and final release and discharge of all claims as aforesaid and confirm that they have had the opportunity to seek independent legal representation.
8. Except and to the extent disclosure may be required to obtain professional legal or tax advice or unless and to the extent such disclosure is expressly required by law, **Ms. Trudel** hereby undertakes, warrants and represents that she shall treat as confidential and not disclose any of the terms of this Agreement, directly or indirectly, whether in whole or in part. Without limiting the generality of the foregoing, **Ms. Trudel** agrees not to disclose any of the terms of this Agreement to any current or former employee of the **University**, directly or indirectly, whether in whole or in part.
9. The parties agree that they have terminated their relationship in an amicable fashion with mutual dignity and respect. Neither party shall disparage, denigrate or make any other derogatory comment about the other or about any **Member of the University Group**.

This Transaction, Release and Discharge constitutes a transaction, the whole pursuant to article 2631 and following of the *Civil Code* of the Province of Quebec and shall be deemed to have been made in and shall be construed in accordance with the laws of the Province of Quebec.

Les parties se sont entendues pour que le présent Reçu, Quittance et Transaction soit rédigé dans la langue anglaise. The parties have agreed that the present Transaction, Release and Discharge be drafted in the English language.


IN WITNESS THEREOF, THE PARTIES HAVE SIGNED AT MONTREAL:

Concordia University



Alan Shepard
President and Vice-Chancellor

Date: 22 NOV 15



Carolina Willsher
Associate Vice-President, Human Resources

Date: November 18, 2015



Sonia Trudel

Date: Nov. 17. 2015

Appendix A

I hereby request that the pay in lieu of notice of termination specified in the letter of November 12, 2015 from Alan Shepard, President and Vice-Chancellor, be paid as follows:

1. A sum of \$ _____, less statutory deductions as required by law, to be paid within twenty (20) working days of the signing of the present Appendix;
2. A sum of \$ _____, to be transferred into the following RRSP account # _____. Copy of the Notice of Assessment issued by Canada Customs and Revenue Agency is attached hereto.

OR

3. I wish to have the amount noted in the letter of November 12, 2015, paid to me as salary continuance. I also wish to continue to participate in the insured benefit plans as noted in the aforementioned letter, and I undertake to pay my portion of the contributions as applicable.

Signed on this 14 day of November, 2015.


Sonia Trudel