

1.2 The Employee shall perform such services as are required of Manitoba's Special Advisor to the Minister of Health (the "Services").

1.3 The Employee shall report to Manitoba's Chief of Staff in respect of the Services during the term of this Agreement.

1.4 Manitoba will be responsible for the supervision and management of the Employee and for monitoring and assessing the work performance of the Employee.

1.5 The Employee shall remain an employee of the University. This Agreement does not represent an offer of ongoing employment from Manitoba.

1.6 Manitoba and the Employee shall contract for the provision of an additional 10% EFT on terms and conditions that are to be outlined in a separate agreement between Manitoba and the Employee.

1.7 This Agreement is contingent on the aforementioned 10% EFT agreement being in force, and on the Province of Manitoba appointing the Employee to the position of Special Advisor to the Minister of Health by Order-in-Council.

ARTICLE 2 - SALARY, BENEFITS AND EXPENSES

2.1 The University shall be responsible for continuing to pay salary and benefits to the Employee, and shall be responsible for continuing payroll deductions and remittances. On request by Manitoba, the University shall provide confirmation that all required deductions and remittances have been made.

2.2 Manitoba shall pay to the University the following amount on account of the Employee:

- (a) base annual salary of \$200,894.00;
- (b) actual cost of staff benefits and pay levy estimated as totaling 22.15% of base annual salary;

for each respective twelve month term of this Agreement (as modified by any subsequent adjustments to which the Employee would otherwise be entitled as an employee of the University or by legislation).

2.3 Manitoba shall pay to the University the amount set out under section 2.2, in advance, in equal monthly installments, upon receipt of invoices therefor.

2.4 Manitoba shall pay expenses incurred by the Employee for the purpose of providing the Services, including travel expenses. In no event shall the University be liable for any expenses incurred by the Employee as a result of this interchange.

2.5 Manitoba agrees that, during the term of this Agreement, the Employee shall receive the same vacations with pay and holidays as the Employee would otherwise be entitled to as an employee of the University. Leave will be arranged between the Employee and Manitoba, with Manitoba having the right to final approval of leave. Manitoba will supply the University with a record of leaves taken.

ARTICLE 3 - TERM, EXTENSION AND TERMINATION

3.1 The term of this Agreement shall be from January 15, 2024 to January 14, 2025, unless extended by mutual agreement of the parties under section 3.2 of this Agreement or unless earlier terminated under section 3.3 or 3.4 of this Agreement.

3.2 This Agreement may be extended by mutual agreement of the parties in writing; and, in such event, the salary and benefits of the Employee for the period of such extension shall also be set out in writing.

3.3 This Agreement may be earlier terminated upon one month's prior written notice by Manitoba or by the University or upon such other period of time as may be mutually agreed upon by Manitoba and the University in writing.

3.4 Notwithstanding any other provision herein, this Agreement shall automatically terminate if and when the University, Manitoba or the Employee become unable to fulfil their respective responsibilities under this Agreement.

ARTICLE 4 - CONFIDENTIALITY, OWNERSHIP OF INFORMATION

4.1 The parties agree that all materials, programs, reports, data, and correspondence of any nature prepared, reviewed, or received by the Employee within the context of the Agreement shall be the property of Manitoba.

4.2 While this Agreement is in effect and at all times thereafter, the Employee shall treat as confidential all materials, programs, reports, data, documents, and correspondence of any nature prepared, reviewed, or received by the Employee within the context of this Agreement, and shall not disclose or permit to be disclosed any such information without first obtaining the permission of Manitoba.

ARTICLE 5 - PROTECTION OF PERSONAL INFORMATION

5.1 The Employee may have access to personal information (as defined in The Freedom of Information and Protection of Privacy Act, C.C.S.M. c. F175, hereinafter referred to as "FIPPA") in the course of their prescribed duties. Accordingly, while this Agreement is in effect and at all times thereafter, the Employee must:

- (a) comply with the principles and provisions of FIPPA including any regulation made thereunder;
- (b) treat and retain as strictly confidential all personal information, acquired or to which access has been given in the course of, or incidental to, the performance of this Agreement;
- (c) not disclose, nor authorize, nor permit to be disclosed, to any person, corporation or organization now, or at any time in the future, such personal information without first obtaining written permission from Manitoba; and
- (d) comply with any rules or directions made or given by Manitoba with respect to safeguarding or ensuring the confidentiality and security of such personal information.

5.2 The Employee may have access to personal health information (as defined in *The Personal Health Information Act*, C.C.S.M, c. P33.5 hereinafter referred to as "PHIA") in the course providing the Services to Manitoba, which is information of a highly confidential and sensitive nature. Accordingly, while this Agreement is in effect and at all times thereafter, the Employee must:

- (a) comply with the principles and provisions of PHIA including any regulation made thereunder;
- (b) treat and retain as strictly confidential all personal health information acquired or to which access has been given in the course of, or incidental to, the performance of this Agreement;
- (c) not disclose, nor authorize, nor permit to be disclosed, to any person, corporation or organization now, or at any time in the future, such personal health information without first obtaining written permission from Manitoba; and
- (d) comply with any rules or directions made or given by Manitoba with respect to safeguarding or ensuring the confidentiality and security of such personal health information;
- (e) shall on request of Manitoba complete any PHIA training provided by Manitoba; and
- (f) shall complete and abide by the “PHIA Pledge of Confidentiality”.

ARTICLE 6 - CONFLICT OF INTEREST AND OTHER POLICIES

6.1 The Manitoba Government Conflict of Interest Policy will apply to the Employee during the period of this Agreement. The Employee must complete and provide to Manitoba the Conflict of Interest Declaration Form attached as Schedule “A”, on or before the effective date of this Agreement. At any time during the term of this Agreement that it becomes necessary, the Employee will immediately initiate the disclosure process if they suspect they have, or may reasonably be perceived to have, or may reasonably foresee having, a conflict of interest.

6.2 The Employee will abide by the policies of Manitoba in the performance of their duties and responsibilities under this Agreement including, without limitation:

- (a) the Manitoba Government Conflict of Interest Policy (attached hereto as Schedule “B”);
- (b) the Oath or Affirmation of Office (attached hereto as Schedule “C”);
- (c) the Employee Network Usage Policy;
- (d) the Social Media Policy;
- (e) the Criminal Charges Policy;
- (f) the Workplace Impairment Policy;
- (g) the Respectful Workplace Policy;
- (h) the Manitoba Government Code of Conduct, and
- (i) any other such policies as Manitoba may communicate to the Employee from time to time.

These policies and the Code are available online at <https://www.manitoba.ca/csc/policyman/index.html> or will be provided by Manitoba, and are subject to updates by Manitoba from time to time. In the event

that any policies that the Employee must abide by under this Agreement are updated, Manitoba will provide the updated policy to the Employee as soon as reasonably practicable.

6.3 The Employee is required to complete the following courses available online through OSD, within the first two (2) weeks of entering into this Agreement:

- (a) Manitoba Government Corporate Orientation;
- (b) Supporting an Ethical Environment in the Manitoba Government;
- (c) Building Respectful Workplaces: Foundations;
- (d) Information Security Awareness;
- (e) The Accessibility for Manitobans Act (AMA);
- (f) Inclusion and Diversity in the Workplace;
- (g) Our Shared Journey toward Truth and Reconciliation; and
- (h) any other courses that Manitoba may require, from time to time, at Manitoba's expense.

These courses are subject to updates by Manitoba from time to time. In the event that any courses that the Employee must complete are updated, Manitoba will communicate same to the Employee as soon as reasonably practicable.

ARTICLE 7 - REPRESENTATIONS AND WARRANTIES

7.1 The University represents and warrants that the Employee is in good standing and that any conditions of the Employee's employment by the University are met.

7.2 The Employee represents and warrants that they are in good standing with the University and that any conditions of the Employee's employment by the University are met, and that they eligible to work in Canada;

ARTICLE 8 - INDEMNIFICATION

8.1 The Employee shall use due care in the performance of their obligations, duties and responsibilities under this Agreement to ensure that no person is injured, no property is damaged or lost, and no rights are infringed.

8.2 Manitoba and the University consent and agree to indemnify and save harmless each other and their officers, employees and agents from and against all claims, liabilities and demands of any kind arising out of performance of the Services.

Notwithstanding the preceding,

- (a) the University agrees to indemnify and save harmless Manitoba from any liabilities related to:

- (i) any labour dispute that may occur between the Employee, the University, or the Employee and an association or union that represents the Employee, if applicable; and

(ii) the University's calculation of benefits (including pension benefits) payable to the Employee in accordance with the University's policies; and

(b) Manitoba agrees to indemnify and save harmless the University from any liabilities related to workers' compensation claims resulting out of anything done or not done or caused or permitted to be done or not done by the Employee within the scope of carrying out the Services for Manitoba.

8.3 Section 3.43 (civil liability) of the Public Service Regulation will apply to the Employee in the performance of Services.

ARTICLE 9 - MISCELLANEOUS

9.1 The parties acknowledge that the Employee may be providing services to the University and Manitoba simultaneously. Where the Services include services to both the University and Manitoba:

(a) the portion of the Services to the University shall be governed by the policies, procedures, rules and regulations of the University; and

(b) the portion of the Services to Manitoba shall be governed by the policies, procedures, rules and regulations of Manitoba.

9.2 The Employee shall not provide services to the University or any other person, firm, or organization in a manner which might interfere or conflict with the proper delivery of the Services to Manitoba.

9.3 In the event that the Employee's Services to Manitoba or the University give rise to the development of intellectual property, and where resources from both Manitoba and the University were used in the development of such intellectual property, the parties agree to consult with one another to ensure that a fair and reasonable agreement is arrived at in terms of management and ownership of the intellectual property, giving consideration to applicable policies, procedures, rules and regulations then in place at each of the University and Manitoba respectively.

9.4 In the course of the Employee's Services under this Agreement, the Employee may be exposed to confidential information comprised of personal, business or propriety information from either or both of Manitoba and the University. The parties shall ensure that they and their respective officers, agents, employees and representatives respect the confidentiality of the foregoing information and that they do not disclose each other's confidential information except as required by law or in order for the parties to meet their obligations under this Agreement.

9.5 Any notice given under this Agreement shall be in writing and delivered or sent by courier, telex, facsimile transmission, or registered mail to the respective addresses set out below or such other address as one party may notify the other.

If to the University:

Attention:
Raman Dhaliwal
University of Manitoba
A101A-753 McDermot Avenue
Winnipeg, MB R3E 0W3
Raman.Dhaliwal@umanitoba.ca

If to Manitoba:

Attention:
Chief of Staff
212 – 450 Broadway
Winnipeg MB R3C 0V8

If to the Employee:

Doctor Eric Jacobsohn

9.6 The parties may amend any provision of this Agreement at any time upon mutual agreement in writing.

9.7 This Agreement shall be construed in accordance with the laws of Manitoba as applied to transactions taking place entirely within Manitoba between Manitoba residents. Any action taken relating to this Agreement shall be commenced in the Court of King’s Bench (Winnipeg) Centre of Manitoba.

9.8 Each of the parties warrants that it has the necessary authority and capacity to enter into this Agreement and to perform its obligations under this Agreement.

9.9 The parties acknowledge that this Agreement may be disclosed in accordance with *The Public Sector Compensation Disclosure Act*, C.C.S.M. c. P265 and *The Financial Administration Act*, C.C.S.M. c. F55. Further, the Employee agrees that this Agreement and any records and information created or collected pursuant to the Employee’s employment (including but not limited to name, classification, salary, benefits or employment responsibilities) may be disclosed by Manitoba. Decisions about disclosure are at Manitoba’s sole discretion.

9.10 This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery by *facsimile* or by electronic transmission in portable document format (PDF) of an executed counterpart of this Agreement is as effective as delivery of an originally executed counterpart of this Agreement.

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the date first written above.

“Original signed by”

February 14, 2024

Dr. Eric Jacobsohn

Date