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MEMORANDUM

ATTENTION	Senate	DATE	January 14, 2025
FROM	Dilson Rassier, Provost and Vice-President Academic, and Chair, SCUP	PAGES	1/38
RE:	Revised Terms of Reference for the Legacy for Airway Health Chair in Health Communication (SCUP 25-01)		

A handwritten signature in black ink, appearing to be "Dilson Rassier", is written over the signature line of the memorandum.

At its meeting on January 8, 2025, SCUP reviewed and approved the revised Terms of Reference for the Legacy for Airway Health Chair in Health Communication.

Motion: That Senate approve the revised Terms of Reference for the Legacy for Airway Health Chair in Health Communication.

C: Erin Morantz, Vice-President, Advancement and Alumni Engagement
Sofia Janmohamed, Executive Director, Development
Rory Green, Senior Director, Principal and Planned Gifts
Jeremy Snyder, Dean *pro tem*, Faculty of Health Sciences

MEMO

Jeremy Snyder
Dean, *pro tem*
Faculty of Health Sciences

[mailing address](#)
Simon Fraser University
8888 University Drive
Burnaby, BC V5A 1S6

Tel 778.782.4821

fhs@sfu.ca
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TO: Dilson Rassier, Vice-President, Academic

FROM: Jeremy Snyder, Dean *pro tem*, Faculty of Health Sciences

RE: Approval of Revised Terms of Reference for the “**Legacy for Airway Health Chair in Health Communication**”

c: Erin Morantz, Vice-President, Advancement and Alumni Engagement
Sofia Janmohamed, Executive Director, Development
Alex McCulloch, Associate Director, Faculty of Health Sciences - Advancement

DATE: December 4, 2024

Background

The terms of reference for the Legacy for Airway Health Chair in Health Communication were approved at SCUP on July 10, 2024 and then at Senate on September 9, 2024, and were passed without requiring any additional changes at that time. In November 2024, Vancouver Coastal Health Authority requested revisions, as per the attached Word Document which contains track changes.

The revisions to the terms of reference do not affect the purpose of the contribution or the Chair, instead, the edits provide greater clarity and understanding of the agreement.

Request

Terms of Reference Approval

I request that you submit the following motion to SCUP.

Motion: That SCUP approve and recommend to Senate the revised Terms of Reference for the Legacy for Airway Health Chair in Health Communication.

Thank you.

Attached:

- *Revised Document*
- *SCUP 24-34 Approved Naming and Terms of Reference Package*
- *Original Document with Track Changes*

SIMON FRASER UNIVERSITY

LEGACY FOR AIRWAY HEALTH CHAIR IN HEALTH COMMUNICATION

CONTRIBUTION AGREEMENT AND TERMS OF REFERENCE

THIS AGREEMENT (the "**Agreement**") made effective the ____ day of _____ 2024 (the "**Effective Date**").

AMONG:

Simon Fraser University, Strand Hall 2118, 8888 University
Drive, Burnaby, BC V5A 1S6
Email: jcs12@sfu.ca; vpaae@sfu.ca

(the "**University**")

AND

VGH & UBC Hospital Foundation, 190-855 West 12th Ave,
Vancouver, BC V5Z 1M9
Email: angela.chapman@vgh.ca

(the "**Foundation**")

AND:

Vancouver Coastal Health Authority, 6/F, 2635 Laurel Street,
Vancouver, BC V5Z 1M9
Email: t.tsang@ubc.ca

(the "**VCHRI**")

(individually a "**Party**", together the "**Parties**")

WHEREAS:

- A. The University (#11852 0725 RR0001) is a registered charity under the *Income Tax Act* (Canada) that from time to time establishes and awards chairs to prominent faculty members to recognize their academic accomplishments.
- B. The Foundation (#13217 3063 RR0001) is a registered charity under the *Income Tax Act* (Canada).
- C. Vancouver Coastal Health Authority ("**VCH**") is a regional health authority designated under the *Health Authorities Act* (British Columbia) with responsibility for the development, delivery and administration of health care services and programs within its geographical boundaries. Vancouver Coastal Health Research Institute (VCHRI) is the research arm of VCH in British Columbia, Canada.
- D. Legacy for Airway Health initiative was created in 2018 with intent to leverage a gift donated to VGH and UBC Foundation, for investment in research and care of asthma and chronic obstructive pulmonary disease (COPD). The University wishes, with the support of the Foundation and VCH, to establish "**Legacy for Airway Health Chair in Health Communication**" (the "**Chair**") in the Faculty of Health Sciences.
- E. The Parties wish to enter into this Agreement to confirm the consideration exchanged in respect of the establishment and funding of the Chair and the terms and conditions upon which the Chair will be established.

In consideration of the mutual promises and obligations contained herein and for other good and valuable considerations, the receipt and sufficiency of which each Party acknowledges, the Parties agree as follows:

1. Creation and Naming of the Chair

- 1.1 The University will establish the Chair to support research, education and leadership in addressing vulnerability and susceptibility factors to promote airways health communication in the Faculty of Health Sciences and VCHRI for the objectives and in accordance with the requirements set out in Schedule A hereto.
- 1.2 The Chair will be named the "**Legacy for Airway Health Chair in Health Communication**" or such other name by which the Chair becomes known if changed in accordance with this Agreement or the University's naming policies, as amended from time to time.
- 1.3 The term of appointment for the Chair will be five (5) years (the "**Initial Award Period**"), and may be renewed for an additional five (5) years (the "**Second Award Period**"), subject to continued funding and a successful review of the Chair's research and performance relative to the objectives of the Chair as per Schedule A.

2. Chair Funding

- 2.1 The Chair will be funded by the Foundation and the University subject to the terms and conditions of this Agreement.
- 2.2 The Foundation and University will share costs associated with the Chair equally between them, and to this end, the Foundation and the University each will contribute 50% of the annual Chair Salary, Benefits, and Start-up Funds, and 100% of a Chair Stipend (as defined in s. 3.1 below). In this Agreement, the funds contributed by the Foundation are referred to as the "**Foundation Funds**" and the funds contributed by the University are referred to as the "**University Funds**". Each of the Foundation Funds and University Funds has a maximum contribution amount of \$574,259.41 during the Initial Award Period, and a maximum contribution amount of \$1,172,343.12 overall, if renewed for the Second Award Period. Residual funds in any year may be used to support the research of the Chair. Schedule C outlines the amounts allocated to each year of the Initial Award Period and Second Award Period, if any, and sets out the year-by-year amounts comprising the Foundation Funds and the University Funds. For clarity, with respect to each of the Foundation Funds and the University Funds:
 - (a) Total cumulative amount for Initial Award Period, being Year 1-5 funding: \$574,259.41; and
 - (b) Total cumulative amount for Second Award Period, being Year 6-10 funding (if renewed): \$598,083.71.

The University may carry over the allocated funds between the years, including between Years 1-5 and 6-10, move the Foundation Funds between the expense line items specified in Schedule C, and allocate the Foundation Funds to other expenses in accordance with the Purpose outlined in s. 3.1 below. The University will communicate such changes to the Foundation and VCHRI in advance to implementing such changes, so that the Foundation and VCHRI will have a current and up-to-date account of how the Foundation Funds are allocated and spent at all times during the Term of this Agreement.

- 2.3 The University will:
 - (a) support the Chair by making University resources available to it, such as the University's physical structures, research laboratories, capital equipment, and technical facilities; and

- (b) determine, in its sole discretion but subject to Section 2.2 above, the manner in which it will generate and invest (if at all) the University Funds and the manner in which it will apply the University Funds to the Chair and, for greater certainty, will not be required to invest the University Funds nor to create a dedicated fund in support of the Chair.
- 2.4 University will make reasonable efforts during the Initial Award Period and the Second Award Period, if applicable, to raise additional funding for the Chair, however, that will not reduce the funds payable by the Foundation under this Agreement. The Foundation acknowledges that the University is relying on the payment by the Foundation of the Foundation Funds to support the Chair and the Purpose, and that non-payment by the Foundation of the Foundation Funds in whole or in part would be to the University's significant detriment.
- 2.5 In year five of the Term, all signatories will explore the possibility of extending the funding arrangements.

3. Purpose and Use of the Foundation Funds and University Funds

- 3.1 The Foundation Funds and University Funds will be used to support the Chair, including their research program (the "**Purpose**") in accordance with this Agreement and, in particular, to pay— in accordance with this Agreement, including without limitation Section 5.2—the salary, including market differential (the "**Chair Salary**"), Chair stipend (the "**Chair Stipend**"), the benefits and a relocation and allowance (the "**Benefits**"), determined in accordance with the Simon Fraser University Faculty Association and Simon Fraser University Collective Agreement (the "**Collective Agreement**") in effect at the relevant time, the one-time start-up funds for the Chair (the "**Start-up Funds**"), and other research-related costs of the Chair's research program, all as set out in more detail in Schedule C.

4. Payment of Chair Salary and Benefits

- 4.1 The Foundation will make the contribution of the Foundation Funds upon receiving an invoice from the University which shall be issued at least once per quarter starting from the date on which the chair is occupied to support the Chair in accordance with the s. 3.1 above.
- 4.2 The invoices will be submitted to:

Phalgun Joshi
Legacy for Airway Health, VCHRI Rm 7267, 7th Floor 2775 Laurel St.
Vancouver, BC. Canada. V5Z 1M9

or such other person or address as may be directed by the Foundation in writing from time to time.
- 4.3 All reasonable efforts will be made to ensure payments are made within sixty (60) days of receiving an invoice. All payments will be sent to the Advancement and Alumni Engagement Office at the University.

5. University and VCH Policies

- 5.1 Unless otherwise set out in this Agreement, decisions on the appointment of the holder of the Chair and on their continuing state of employment at the University, will be made in accordance with the terms of reference, as appended hereto, and the policies of the University and VCH (including those of VCHRI) as they may be amended from time to time.

6. Sponsor Recognition

- 6.1 The University will recognize the Foundation's and VCHRI's respective contributions to the Chair and will publicize and acknowledge the Foundation and VCHRI in a manner acceptable to the Foundation and VCHRI and in accordance with the University's policies, provided that the University will not publicly announce the establishment and selection of the Chair without the prior written consent of the Foundation and VCHRI, not to be unreasonably withheld, and such announcement will be coordinated between the University, VCHRI and the Foundation.
- 6.2 The Parties will refer to the Chair as the "**Legacy for Airway Health Chair in Health Communication**", and the University will require the holder of the Chair to identify as the "**Legacy for Airway Health Chair in Health Communication**" in all research papers, publications, conference presentations, speaking engagements and elsewhere as appropriate, in each case as may be amended in accordance with this Agreement.
- 6.3 The University shall require the holder of the Chair to acknowledge the support of VGH & UBC Hospital Foundation and Vancouver Coastal Health Research Institute in all research papers, publications, conference presentations, research-related speaking engagements, and other formal business documentation, as appropriate.

7. Review and Reporting

- 7.1 The University will require the holder of the Chair to provide the University with a biennial written report (in the form required by the guidelines adopted by the Faculty of Health Sciences Tenure and Program Committee (formed pursuant to the Collective Agreement) which summarizes the Chair's activities and achievements, a copy of which will be provided to the Foundation and VCHRI within a reasonable period of time upon receipt by the University.
- 7.2 Upon request by the Foundation, the University will provide the Foundation with non- technical reports that are meaningful to a non-academic audience, such as donors.

8. Intellectual Property

- 8.1 The Parties acknowledge and agree to address intellectual property in connection with this Agreement as set out in Schedule B.

9. Vacancy in the Chair

- 9.1 If the holder of the Chair leaves their academic appointment mid-term, this Agreement will remain in effect and a search for a new holder of the Chair will be initiated forthwith. The University will promptly notify VCHRI of such vacancy upon receiving the resignation notice from the holder of the Chair, or the University providing notice of termination to the holder of the Chair, as applicable. Prior to the University providing notice of termination, the University will consult with VCHRI with respect to the University's decision to the termination, in order to enable VCHRI to plan for the Chair's vacancy.
- 9.2 If a vacancy arises in the Chair, for the duration of the vacancy, the University will not submit invoices to VCHRI. If the Chair remains vacant for at least twenty-four (24) consecutive months, VCHRI or the Foundation may terminate this Agreement by providing at least three (3) months written notice to the University.

10. Term and Termination

- 10.1 Any Party may terminate this Agreement upon one (1) year written notice to the other Parties.
- 10.2 Any Party may terminate this Agreement immediately upon written notice to the other Parties in the event that any other Party breaches any provision of this Agreement, if that Party fails to cure such breach within thirty (30) days after receipt of written notice of such breach.
- 10.3 Upon the termination of this Agreement in accordance with the terms thereof:
 - (a) the Parties will have no further obligation to each other in respect of the Chair and the University will have the sole right and authority to make decisions in respect of the Chair;
 - (b) the Foundation will not pay any additional Foundation Funds to the University;
 - (c) any Party that holds funds in respect of the Chair (including any funds raised pursuant to Section 2.4) may use such funds as governed by their respective policies.

11. Research Affiliation Agreement

- 11.1 The terms and conditions of the Research Affiliation Agreement between the University and VCHRI (the “**Research Affiliation Agreement**”) governing the overhead and research support fund sharing will apply to the projects conducted by the Chair. In the event of a conflict between the Research Affiliation Agreement (as amended or superseded) and this Contribution Agreement, the Contribution Agreement will prevail.

12. Representations and Warranties

- 12.1 Each Party represents and warrants to each other Party, in respect of itself that:
 - (a) it has the requisite capacity, power, and authority to enter into and be bound by this Agreement and to fulfill its obligations on the terms and conditions of this Agreement;
 - (b) this Agreement has been duly authorized, executed and delivered, and when so executed and delivered constitutes a valid, legal and binding obligation, enforceable against that Party in accordance with its terms;
 - (c) the carrying out of this Agreement will not breach or interfere with any other agreement by which it is bound; and
 - (d) it will comply with all applicable laws, regulations and orders in performing its obligations and exercising its rights under the Agreement.

13. General

- 13.1 This Agreement does not make any of the Parties agents, joint venturers or partners with each other.
- 13.2 This Agreement may not be assigned by a Party without the prior written consent of the other Parties. Notwithstanding the forgoing, VCHRI may assign any part or all of this Agreement to any successor of VCHRI as part of a regional or provincial reorganization or consolidation of health services.

- 13.3 This Agreement may be amended at any time by an amending agreement, in writing, made amongst the Parties.
- 13.4 This Agreement, including Schedules A, B, and C constitutes the entire agreement between the Parties with respect to the matters described in this Agreement, and the Parties do not rely upon any representation or agreement whatsoever which is not incorporated in this Agreement, except for University policies, VCH policies (including VCHRI policies) and the Research Affiliation Agreement.
- 13.5 The Parties confirm they have obtained such independent legal and income tax advice as they each respectively deem necessary and confirm that none of the Parties have provided legal or income tax advice to any of the others.
- 13.6 Any notice required or permitted under this Agreement must be in writing and may be given by personal delivery, overnight courier, mail or electronic transmission to the Party at the address set out on the first page of this Agreement or as otherwise designated in writing by a Party. Notices given by personal delivery will be deemed to have been received on the date of the delivery. Notices given by overnight courier or facsimile or electronic transmission will be deemed to have been received on the day following the date of delivery. Notices delivered by mail will be deemed to have been received on the third day following the date of mailing.
- 13.7 This Agreement is binding and benefits the Parties and their respective successors and permitted assigns.
- 13.8 This Agreement is governed by, and construed in accordance with, the laws of the Province of British Columbia and the laws of Canada applicable therein. Each of the Parties agree to bring any action arising out of or related to this Agreement in a court of British Columbia and the Parties hereby submit to the exclusive jurisdiction of the courts of British Columbia and any courts competent to hear appeals therefrom.
- 13.9 This Agreement may be executed in counterparts and delivered by electronic transmission. All executed counterparts taken together will constitute one agreement.

- SIGNATURE PAGE TO FOLLOW -

TO EVIDENCE THEIR AGREEMENT, each of the Parties has executed this Agreement as of the date first above written.

SIMON FRASER UNIVERSITY

Per: Erin Morantz
Vice-President, Advancement and
Alumni Engagement

VGH & UBC HOSPITAL FOUNDATION

Per: Angela Chapman
President & Chief Executive Officer

Authorized Signatory

Authorized Signatory

SIMON FRASER UNIVERSITY

Per: Dr. Dilson Rassier
Provost & Vice-President, Academic

VANCOUVER COASTAL HEALTH AUTHORITY

Per: Dr. Teresa Tsang
Executive Director, VCHRI

Authorized Signatory

Authorized Signatory

SCHEDULE A

CHAIR TERMS OF REFERENCE

1. SCOPE AND OBJECTIVES OF CHAIR

- 1.1 The primary focus of the Chair is research, education and leadership in health risk communication on vulnerability and susceptibility to airways disease, including asthma and COPD and its prevention.
- 1.2 The objectives (the "**Objectives**") of the Chair are to:
 - (a) Embrace world-class, equity focused research and education on this thematic focus area, targeting resilience and adaptation to threats to lung health; threats can include vaping/tobacco products, exposures from occupational, environmental, and/or residential settings, climate change, infectious agents and pandemics, and mis- information.
 - (b) Establish a robust interdisciplinary, multi-method, research program in relevant areas, including health risk communication, health literacy, and health promotion.
 - (c) Educate and equip the next-generation of researchers to become future leaders in health risk communication.
 - (d) Adopt an integrated knowledge translation lens, rooted in strong collaboration with affected parties, to inform development and implementation of policy and practice on risk decision-making.

2. ELIGIBILITY:

- 2.1 To be eligible for consideration to be appointed as the holder of the Chair, a candidate must:
 - (a) hold a PhD degree in a relevant field, such as public health, epidemiology, environmental health, Indigenous health, information/data science, journalism, media studies, and/or health risk communication;
 - (b) be eligible to hold a tenured or tenure-track faculty appointment at the University; and
 - (c) have attained or have the potential to attain national recognition as a leader in the area of risk communication for airways health.
- 2.2 The Chair will be appointed in accordance with University Policy A10.06 [*Appointment of Specially Funded University Chairs, University Professors and Research Fellows*] and with Article 23.1 - 23.18 of the Collective Agreement, as amended by the University from time to time.
- 2.3 The Chair will hold a tenure track academic appointment at the rank of Assistant Professor or Associate Professor in the Faculty of Health Sciences at the University.
- 2.4 The workload of the Chair will be modified to reflect the financial commitment to the salary from the Foundation. 75% of the Chair's time will be spent on research; teaching responsibilities will include 1.5 courses per year and supervision of graduate and undergraduate students as appropriate.

3. SELECTION AND REVIEW PROCESS:

- 3.1 The selection committee (the "**Selection Committee**") for the Chair will be struck according to University policies regarding the recruitment of Chairs. It will be chaired by the Dean of the Faculty of Health Sciences (the "**Dean**"), or delegate, and include at least two other representatives from the University. It will also include at least two representatives from the VCHRI.
- 3.2 The Dean will strike an advisory committee (the "**Advisory Committee**") consisting of (i) the Dean and another representative of the University; (ii) one representative of the Foundation and one representative of VCHRI; and (iii) such other committee members as may be agreed upon among the Parties.
- 3.3 A review of the Chair will be conducted by the Advisory Committee to make recommendations for renewal (see 5.1) in the fourth year of the Chair's Initial Award Period in accordance with University Policy A10.06. None of the members of the Advisory Committee shall be remunerated from the funds paid by the Foundation.

4. LOCATION

- 4.1 The holder of the Chair will be co-located at the University and VCHRI for the duration of the Term unless the Parties, in consultation with the holder of the Chair, decide upon location arrangements to best meet the Objectives of the Chair. In recognition of the potential benefits that the Chair's research may bring to the clinical groups at VCH, VCHRI will:
 - (a) provide the holder of the Chair with suitable office, and graduate student work space at a reasonable charge agreed upon by VCHRI and the University;
 - (b) give the holder of the Chair access to any existing equipment at VCHRI necessary to advance and promote the research funded by the Chair (the "**Equipment**"); and
 - (c) offer use of the Equipment to the holder of the Chair at reasonable charge;
- 4.2 In recognition of the potential benefits that the Chair's research may bring to the University, the University will:
 - (a) provide the holder of the Chair with suitable office and laboratory space at no charge;
 - (b) give the holder of the Chair access to any existing equipment at the University necessary to advance and promote the research funded by the Chair (the "**University Equipment**");
 - (c) offer use of the University Equipment to the holder of the Chair at reasonable charge; and
 - (d) provide access to the University's John R. Evans Leaders Fund allocation for research infrastructure (Canadian Foundation for Innovation).

5. AWARD PERIOD OF THE CHAIR

- 5.1 The Initial Award Period is five (5) years, and may be renewed for the Second Award Period comprising an additional five (5) years, subject to continued funding and a successful review of the Chair's research and performance relative to Objectives (see 3.3).

SCHEDULE B

Intellectual Property

Unless a separate sponsored research agreement between the Parties states otherwise (e.g., sub-contract):

- (a) University's Intellectual Property policy will govern intellectual property ("**IP**") created by the Chair and/or any other University researchers directed or managed by the Chair ("**Researchers**") in the course of research projects that used VCH funds, facilities and/or resources (the "**Research Study**");
- (b) Notwithstanding section (a) above:
 - i. If the Chair and/or Researchers, assign the Research Study IP to University or VCH, University and VCH will work together to determine how to manage the IP and share a percentage of revenues between University and VCH (e.g., entering into an inter- institutional agreement). The Parties will keep each other informed of their commercialization efforts. For clarity, the foregoing obligations do not apply to the Research Study IP that was transferred to University for the purpose of its assignment to a sponsor of a research project pursuant to a research agreement.
 - ii. If the Chair and/or Researchers retain ownership of the Research Study IP and share revenues arising from the commercialization of the Research Study IP with the University, the University shall notify VCH and the parties shall negotiate in good faith the revenue split between VCH and the University.
 - iii. If the Chair and/or Researchers request the assistance of University in commercializing the Research Study IP, then the University must inform VCH before declining to assist, or abandoning the commercialization of the IP. VCH must have a reasonable opportunity to decide if there is interest to independently commercialize the IP.
 - iv. Without limiting any other provisions in this Schedule B, for the Research Study IP, VCH will have the same rights as the University as described in Section 3.3.3 of the University's Intellectual Property policy, being that VCH will also retain a non- exclusive, royalty-free, worldwide, perpetual license to use the Research Study IP for scholarly, academic and other non-commercial purposes.
- (c) The Parties will execute and deliver all such further documents, do or cause to be done (or will cause any of their employees or agents to execute and deliver, including the Chair) all such further acts and things, and give all such further assurances as may be necessary to give full effect to the provisions and intent of this Schedule B.

SCHEDULE C

Annual Payment Calculation*

*Actuals subject to the applicable SFUFA/SFU Collective Agreement articles and university policies.

SFU/Legacy for Airway Health Chair in Health Communication

Total cost for 10-Year Term	\$ 2,344,686.24
LAH's maximum contribution towards total cost	\$ 1,172,343.12

Key Assumptions:

1. Highest starting point in salary band.
2. Annual increases to salary estimated at 2 step for years 1 to 4 and then 2.5 for years 5 to 10.
3. Base amount follows SFU guidelines of ~\$7370 + \$5k mileage
4. Candidate selects housing allowance instead of mortgage subsidy.

Initial Appointment Term - Five years (Year 1-5)

SFU Faculty of Health Sciences	Year 1	Year 2	Year 3	Year 4	Year 5	Totals
Salary (including salary, chair stipend)	\$150,000.00	\$153,000.00	\$161,772.00	\$165,007.44	\$174,019.59	\$803,799.03
Step increases		\$5,600.00		\$5,600.00		\$11,200.00
Benefits (21% of total salary)	\$31,500.00	\$33,306.00	\$33,972.12	\$35,827.56	\$36,544.11	\$171,149.80
Relocation allowance	\$12,370.00					\$12,370.00
Housing allowance (down payment assistance)	\$50,000.00					\$50,000.00
Start up funds	\$100,000.00					\$100,000.00
Total (residual to support research activities of Chair)	\$343,870.00	\$191,906.00	\$195,744.12	\$206,435.00	\$210,563.70	\$1,148,518.82

LAH contribution from VGH & UBC Hospital Foundation (50%)	\$171,935.00	\$95,953.00	\$97,872.06	\$103,217.50	\$105,281.85	\$574,259.41
SFU contribution (50%)	\$171,935.00	\$95,953.00	\$97,872.06	\$103,217.50	\$105,281.85	\$574,259.41

Renewal Term - Five Years (Year 6-10)

SFU Faculty of Health Sciences	Year 1	Year 2	Year 3	Year 4	Year 5	Totals
Salary (including salary, chair stipend)	\$177,499.98	\$188,189.98	\$191,953.78	\$202,932.85	\$206,991.51	\$967,568.11
Step increases	\$7,000.00		\$7,000.00		\$7,000.00	\$21,000.00
Benefits (21% of total salary)	\$38,745.00	\$39,519.90	\$41,780.29	\$42,615.90	\$44,938.22	\$207,599.31
Relocation allowance						\$0.00
Housing allowance (down payment assistance)						\$0.00
Start up funds						\$0.00
Total (residual to support research activities of Chair)	\$223,244.98	\$227,709.88	\$240,734.07	\$245,548.75	\$258,929.73	\$1,196,167.41

LAH contribution from VGH & UBC Hospital Foundation (50%)	\$111,622.49	\$113,854.94	\$120,367.04	\$122,774.38	\$129,464.86	\$598,083.71
SFU contribution (50%)	\$111,622.49	\$113,854.94	\$120,367.04	\$122,774.38	\$129,464.86	\$598,083.71



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Burnaby, BC
Canada V5A 1S6

MEMORANDUM

ATTENTION	Senate	DATE	August 16, 2024
FROM	Dilson Rassier, Provost and Vice-President Academic, and Chair, SCUP	PAGES	1/14
RE:	Naming and Terms of Reference for the Legacy for Airway Health Chair in Health Communication (SCUP 24-34)		

At its meeting on July 10, 2024, SCUP consulted on the Naming and reviewed and approved the Terms of Reference for the Legacy for Airway Health Chair in Health Communication.

Motion: That Senate approve the Terms of Reference for the Legacy for Airway Health Chair in Health Communication.

C: Erin Morantz, Vice-President, Advancement and Alumni Engagement
Jeremy Snyder, Dean, Faculty of Health Science



MEMO

Jeremy Snyder
Dean, *pro tem*
Faculty of Health Sciences

mailing address
Simon Fraser University
8888 University Drive
Burnaby, BC V5A 1S6

Tel 778.782.5361

jcs12@sfu.ca
www.sfu.ca

TO:	Dilson Rassier, Vice-President, Academic
FROM:	Jeremy Snyder, Dean <i>pro tem</i> , Faculty of Health Sciences
RE:	Contribution Agreement Approval and Naming the “ Legacy for Airway Health Chair in Health Communication ”
cc:	Erin Morantz, Vice-President, Advancement and Alumni Engagement Lena Hozaima, Executive Director, Advancement
DATE:	June 26, 2024

Background

The VGH & UBC Hospital Foundation through Vancouver Coastal Health's Legacy for Airway Health (LAH) program is making a commitment to fund a new Chair in SFU's Faculty of Health Sciences (FHS) and the Vancouver Health Research Institute (VCHRI), called the *Legacy for Airway Health Chair in Health Communication*.

Chair Funding

SFU will make available a tenured track position at the level of Assistant or Associate Professor. The Chair will be funded by the VGH & UBC Hospital Foundation for up to 50% of the Chair salary and benefits, up to a maximum of \$1,172,343 over ten years, including a 50% contribution to start-up costs. The sum will be remitted to SFU regardless of any additional funding that is secured to support the Chair. The term of the initial commitment is ten years.

Chair Purpose

- Embrace world-class, equity focused research and education on this thematic focus area, targeting resilience and adaptation to threats to lung health; threats can include vaping/tobacco products, exposures from occupational, environmental, and/or residential settings, climate change, infections agents and pandemics, and misinformation.
- Establish a robust interdisciplinary, multi-method, research program in relevant areas, including health risk communication, health literacy, and health promotion.
- Educate and equip the next-generation of researchers to become future leaders in health risk communication.
- Adopt an integrated knowledge translation lens, rooted in strong collaboration with affected parties and inform development and implementation of policy and practice on risk decision-making.

Request

1. Terms of Reference Approval

I request that you submit the following motion to SCUP.

Motion: That SCUP approve and recommend to Senate the Terms of Reference for the Legacy for Airway Health Chair in Health Communication.

2. Naming Consultation

I request that you submit the proposed *Legacy for Airway Health Chair in Health Communication* naming to SCUP for consultation.

Attached:

- *Named Recognition Authorization – Chairs and Professorships*
- *Legacy for Airway Health Chair in Health Communication Contribution Agreement*

Named Recognition Authorization – Chairs and Professorships

Pursuant to Section 4.2 of GP 35 *Named Recognition of Buildings, Academic Endowments and Academic Units* which states that Presidential approval together with the approval of the Dean, Vice-President, Academic, and Vice-President, Advancement & Alumni Engagement in consultation with the Senate Committee on University Priorities (SCUP) and Senate is required for the naming of Chairs and Professorships established in accordance with Policy A 10.06, Appointment of Specially Funded University Chairs, University Professors and Research Fellows, and Policy A 10.03, Endowments for Academic Appointments:

Donor Name: VGH & UBC Hospital Foundation and Vancouver Coastal Health

Gift Details: The VGH & UBC Hospital Foundation and Vancouver Coastal Health are making a commitment to fund a new Chair in SFU's Faculty of Health Sciences (FHS) and the Vancouver Coastal Health Research Institute (VCHRI), called the *Legacy for Airway Health Chair in Health Communication*.

Chair Funding

SFU will make available a tenured track position. The Chair will be funded by the VGH & UBC Hospital Foundation by up to 50% of the portion of the Chair salary and benefits. The sum will be remitted to SFU regardless of any additional funding that is secured to support the Chair.

Chair Purpose

- Embrace world-class, equity focused research and education on this thematic focus area, targeting resilience and adaptation to threats to lung health; threats can include vaping/tobacco products, exposures from occupational, environmental, and/or residential settings, climate change, infections agents and pandemics, and misinformation.
- Establish a robust interdisciplinary, multi-method, research program in relevant areas, including health risk communication, health literacy, and health promotion.
- Educate and equip the next-generation of researchers to become future leaders in health risk communication.
- Adopt an integrated knowledge translation lens, rooted in strong collaboration with affected parties and inform development and implementation of policy and practice on risk decision-making.

Proposed Renaming Recognition Details: In recognition of this gift, SFU will name this chair the *Legacy for Airway Health Chair in Health Communication*.

Vice-Presidential and Dean Approval:

I hereby approve the official naming of the *Legacy for Airway Health Chair in Health Communication*.

Dilson Rassier
Vice-President,
Academic

Erin Morantz
Vice-President,
Advancement and
Alumni Engagement

Jeremy Snyder
Dean *pro tem*, Faculty of
Health Sciences

Date

Date

Date

Senate Committee on University Priorities (SCUP) consultation held during

_____ session.

Senate consultation held during _____ session.

Presidential Approval:

I hereby approve the official naming of the *Legacy for Airway Health Chair in Health Communication*.

Joy Johnson
President and Vice-Chancellor

Date

SIMON FRASER UNIVERSITY

LEGACY FOR AIRWAY HEALTH CHAIR IN HEALTH COMMUNICATION

CONTRIBUTION AGREEMENT AND TERMS OF REFERENCE

THIS AGREEMENT (the "**Agreement**") made effective the ____ day of _____ 2024 (the "**Effective Date**").

AMONG:

Simon Fraser University, Strand Hall 2118, 8888 University Drive,
Burnaby, BC V5A 1S6
Email: jcs12@sfu.ca; vpaae@sfu.ca

(the "**University**")

AND

VGH & UBC Hospital Foundation, 190-855 West 12th Ave,
Vancouver, BC V5Z 1M9
Email: angela.chapman@vgh.ca

(the "**Foundation**")

AND:

Vancouver Coastal Health Authority, 6/F, 2635 Laurel Street,
Vancouver, BC V5Z 1M9
Email: t.tsang@ubc.ca

(**"VCHRI"**)

(individually a "**Party**", together the "**Parties**")

WHEREAS:

- A. The University (#11852 0725 RR0001) is a registered charity under the *Income Tax Act* (Canada) that from time to time establishes and awards chairs to prominent faculty members to recognize their academic accomplishments.
- B. The Foundation (#13217 3063 RR0001) is a registered charity under the *Income Tax Act* (Canada).
- C. VCH is a regional health authority designated under the *Health Authorities Act* (British Columbia) with responsibility for the development, delivery and administration of health care services and programs within its geographical boundaries. Vancouver Coastal Health Research Institute (VCHRI) is the research arm of VCH in British Columbia, Canada.
- D. Legacy for Airway Health initiative was created in 2018 with intent to leverage a gift donated to VGH and UBC Foundation, for investment in research and care of asthma and chronic obstructive pulmonary disease (COPD). The University wishes, with the support of the Foundation and VCH, to establish "**Legacy for Airway Health Chair in Health Communication**" (the "**Chair**") in the Faculty of Health Sciences.
- E. The Parties wish to enter into this Agreement to confirm the consideration exchanged in respect of the establishment and funding of the Chair and the terms and conditions upon which the Chair will be established.

In consideration of the mutual promises and obligations contained herein and for other good and valuable considerations, the receipt and sufficiency of which each Party acknowledges, the Parties agree as follows:

1. Creation and Naming of the Chair

- 1.1 The University will establish the Chair to support research, education and leadership in addressing vulnerability and susceptibility factors to promote airways health communication in the Faculty of Health Sciences and VCHRI for the objectives and in accordance with the requirements set out in Schedule A hereto.
- 1.2 The Chair will be named the "**Legacy for Airway Health Chair in Health Communication**" or such other name by which the Chair becomes known if changed in accordance with this Agreement or the University's naming policies, as amended from time to time.

2. Chair Funding

- 2.1 Subject to Section 5, the Chair will be funded by the Foundation and the University on the terms and conditions of this Agreement.
- 2.2 The Foundation will contribute 50% of the annual Chair Salary, Benefits, and Start-up Funds, and 100% of a Chair Stipend (as defined in s. 3.1 below) up to a combined maximum of \$574,259.41 during the initial Award Period, and \$1,172,343.12 overall, if renewed for a second term (the "**Foundation Funds**"). Residual funds in any year may be used to support the research of the Chair. The Foundation is not required to pay the University any funds greater than that maximum. Schedule C outlines the amounts allocated to each year of the initial Award Period and renewal term if any. For clarity:
 - (a) Total amount for Year 1-5 funding: \$574,259.41; and
 - (b) Total amount for Year 6-10 funding (if renewed): \$598,083.71.

The University may carry over the allocated funds between the years, including between Years 1-5 and 6-10, move the Foundation Funds between the expense line items specified in Schedule C, and allocate the Foundation Funds to other expenses in accordance with the Purpose outlined in s. 3.1 below.

- 2.3 The University will:
 - (a) share costs associated with the Chair equally between the Foundation and University pursuant to this Agreement (the "**University Funds**");
 - (b) support the Chair by making University resources available to it, such as the University's physical structures, research laboratories, capital equipment, and technical facilities; and
 - (c) determine, in its sole discretion, the manner in which it will generate and invest (if at all) the University Funds and in which it will apply to the University Funds to the Chair and, for greater certainty, will not be required to invest the University Funds nor to create a dedicated fund in support of the Chair.
- 2.4 University will make reasonable efforts during the Award Period and its renewal, if applicable, to raise additional funding for the Chair, however, that will not reduce the funds payable by the Foundation. The Foundation acknowledges that the University is relying on the payment by the Foundation of the Foundation Funds to support the Chair and the Purpose, and that non-payment by the Foundation of the Foundation Funds in whole or in part would be to the University's significant detriment.
- 2.5 In year five, all signatories will explore the possibility of extending the funding arrangements.

3. Purpose and Use of the Foundation Funds

- 3.1 The Foundation Funds will be used to support the Chair, including their research program (the "**Purpose**") in accordance with this Agreement and, in particular, to pay—in accordance with this Agreement, including without limitation Section 5.2—the salary, including market differential (the "**Chair Salary**"), Chair stipend (the "**Chair Stipend**"), the benefits and a relocation and allowance (the "**Benefits**"), determined in accordance with the Simon Fraser University Faculty Association and Simon Fraser University Collective Agreement (the "**Collective Agreement**") in effect at the relevant time, the start-up funds for the Chair (the "**Start-up Funds**"), and other research-related costs of the Chair's research program.

4. Payment of Chair Salary and Benefits

- 4.1 The Foundation will make the contribution of funds upon receiving an invoice from the University which shall be issued at least once per quarter starting from the date on which the chair is occupied to support the Chair in accordance with the clause 3.1 of the present Agreement.
- 4.2 The Invoices will be submitted to:
- Phalgun Joshi
Legacy for Airway Health, VCHRI
Rm 7267, 7th Floor 2775 Laurel St.
Vancouver, BC. Canada. V5Z 1M9
- or such other person or address as may be directed by the Foundation in writing from time to time.
- 4.3 All reasonable efforts will be made to ensure payments are made within sixty (60) days of receiving an invoice. All payments will be sent to the Advancement and Alumni Engagement Office at the University.

5. University Policies

- 5.1 Unless otherwise set out in this Agreement, decisions on the appointment of the holder of the Chair and on their continuing state of employment at the University, will be made in accordance with the terms of reference, as appended hereto, and the policies of the University and VCH as they may be amended from time to time.
- 5.2 The term of appointment for the Chair (the "**Award Period**"), will be a five (5) year renewable term, subject to continued funding and a successful review of the chair's research and performance relative to the objectives of the Chair as per Schedule A.

6. Sponsor Recognition

- 6.1 The University will recognize the Foundation's contribution to the Chair and will publicize and acknowledge the Foundation in a manner acceptable to the Foundation and in accordance with the University's policies, provided that the University will not publicly announce the establishment and selection of the Chair without the prior written consent of the Foundation, not to be unreasonably withheld, and such announcement will be coordinated between the University and the Foundation.
- 6.2 The Parties will refer to the Chair as the "**Legacy for Airway Health Chair in Health Communication**", and the University will require the holder of the Chair to identify as the "**Legacy for Airway Health Chair in Health Communication**" in all research papers, publications, conference presentations, speaking engagements and elsewhere as appropriate, in each case as may be amended in accordance with this Agreement.
- 6.3 The University shall require the holder of the Chair to acknowledge the support of VGH & UBC Hospital Foundation and Vancouver Coastal Health Research Institute in all research papers, publications, conference presentations, research-related speaking engagements, and other formal business documentation, as appropriate.

7. Review and Reporting

- 7.1 The University will require the holder of the Chair to provide the University with a biennial written report (in the form required by the guidelines adopted by the Faculty of Health Sciences Tenure and Program Committee (formed pursuant to the Collective Agreement) which summarizes the Chair's activities and achievements, a copy of which will be provided to the Foundation and VCHRI within a reasonable period of time upon receipt by the University.
- 7.2 Upon request by the Foundation, the University will provide the Foundation with non-technical reports that are meaningful to a non-academic audience, such as donors.

8. Intellectual Property

- 8.1 The Parties acknowledge and agree to address intellectual property in connection with this Agreement as set out in Schedule B.

9. Vacancy in the Chair

- 9.1 If the holder of the Chair leaves their academic appointment mid-term, this Agreement will remain in effect and a search for a new holder of the Chair will be initiated forthwith. The University will notify VCHRI of such vacancy within four (4) weeks of receiving the resignation notice from the holder of the Chair, or the University providing notice of termination to the holder of the Chair, as applicable.
- 9.2 If a vacancy arises in the Chair, for the duration of the vacancy, the University will not submit invoices to VCHRI. If the Chair remains vacant for at least twenty-four (24) consecutive months, VCHRI or the Foundation may terminate this Agreement by providing at least three (3) months written notice to the University.

10. Termination

- 10.1 Any Party may terminate this Agreement upon one (1) year written notice to the other Parties.
- 10.2 Any Party may terminate this Agreement immediately upon written notice to the other parties in the event that any other Party breaches any provision of this Agreement, if that party fails to cure such breach within thirty (30) days after receipt of written notice of such breach.
- 10.3 Upon the termination of this Agreement in accordance with the terms thereof:
 - (a) the Parties will have no further obligation to each other in respect of the Chair and the University will have the sole right and authority to make decisions in respect of the Chair;
 - (b) the Foundation will not pay any additional funds to the University;
 - (c) any Party that holds funds in respect of the Chair (including any funds raised pursuant to Section 2.4) may use such funds as governed by their respective policies.

11. Research Affiliation Agreement

- 11.1 If the Research Affiliation Agreement between SFU and VCHRI is reinstated, the terms and conditions of the Research Affiliation Agreement governing the overhead and research support fund sharing will apply to the projects conducted by the Chair. In the event of a conflict between the Research Affiliation Agreement (as amended or superseded) and this Contribution Agreement, the Contribution Agreement will prevail.

12. Representations and Warranties

- 12.1 Each Party represents and warrants to each other Party, in respect of itself that:
- (a) it has the requisite capacity, power, and authority to enter into and be bound by this Agreement and to fulfill its obligations on the terms and conditions of this Agreement;
 - (b) this Agreement has been duly authorized, executed and delivered, and when so executed and delivered constitutes a valid, legal and binding obligation, enforceable against that Party in accordance with its terms;
 - (c) the carrying out of this Agreement will not breach or interfere with any other agreement by which it is bound; and
 - (d) it will comply with all applicable laws, regulations and order in performing its obligations and exercising its rights under the Agreement.

13. General

- 13.1 This Agreement does not make any of the Parties agents, joint venturers or partners with each other.
- 13.2 This Agreement may not be assigned by a Party without the prior written consent of the other Parties. Notwithstanding the forgoing, VCHRI may assign any part or all of this Agreement to any successor of VCHRI as part of a regional or provincial reorganization or consolidation of health services.
- 13.3 This Agreement may be amended at any time by an amending agreement, in writing, made amongst the Parties.
- 13.4 This Agreement, including Schedules A, B, and C constitutes the entire agreement between the Parties with respect to the matters described in this Agreement, and the Parties do not rely upon any representation or agreement whatsoever which is not incorporated in this Agreement, except for University Policies.
- 13.5 The Parties confirm they have obtained such independent legal and income tax advice as they each respectively deem necessary and confirm that none of the Parties have provided legal or income tax advice to any of the others.
- 13.6 Any notice required or permitted under this Agreement must be in writing and may be given by personal delivery, overnight courier, mail or electronic transmission to the Party at the address set out on the first page of this Agreement or as otherwise designated in writing by a Party. Notices given by personal delivery will be deemed to have been received on the date of the delivery. Notices given by overnight courier or facsimile or electronic transmission will be deemed to have been received on the day following the date of delivery. Notices delivered by mail will be deemed to have been received on the third day following the date of mailing.
- 13.7 This Agreement is binding and benefits the Parties and their respective successors and permitted assigns.
- 13.8 This Agreement is governed by, and construed in accordance with, the laws of the Province of British Columbia and the laws of Canada applicable therein. Each of the Parties agree to bring any action arising out of or related to this Agreement in a court of British Columbia and the Parties hereby submit to the exclusive jurisdiction of the courts of British Columbia and any courts competent to hear appeals therefrom.
- 13.9 This Agreement may be executed in counterparts and delivered by electronic transmission. All executed counterparts taken together will constitute one agreement.

TO EVIDENCE THEIR AGREEMENT, each of the Parties has executed this Agreement as of the date first above written.

SIMON FRASER UNIVERSITY

Per: Erin Morantz
Vice-President, Advancement and Alumni
Engagement

Authorized Signatory

VGH & UBC HOSPITAL FOUNDATION

Per: Angela Chapman
President & Chief Executive Officer

Authorized Signatory

SIMON FRASER UNIVERSITY

Per: Dr. Dilson Rassier
Provost & Vice-President, Academic

Authorized Signatory

VANCOUVER COASTAL HEALTH AUTHORITY

Per: Dr. Patricia Daly
Vice President, Public Health & Chief Medical Health
Officer

Authorized Signatory

SCHEDULE A

CHAIR TERMS OF REFERENCE

1. SCOPE AND OBJECTIVES OF CHAIR

- 1.1 The primary focus of the Chair is research, education and leadership in health risk communication on vulnerability and susceptibility to airways disease, including asthma and COPD and its prevention.
- 1.2 The objectives (the "**Objectives**") of the Chair are to:
 - (a) Embrace world-class, equity focused research and education on this thematic focus area, targeting resilience and adaptation to threats to lung health; threats can include vaping/tobacco products, exposures from occupational, environmental, and/or residential settings, climate change, infectious agents and pandemics, and misinformation.
 - (b) Establish a robust interdisciplinary, multi-method, research program in relevant areas, including health risk communication, health literacy, and health promotion.
 - (c) Educate and equip the next-generation of researchers to become future leaders in health risk communication.
 - (d) Adopt an integrated knowledge translation lens, rooted in strong collaboration with affected parties, to inform development and implementation of policy and practice on risk decision-making.

2. ELIGIBILITY:

- 2.1 To be eligible for consideration to be appointed as the holder of the Chair, a candidate must:
 - (a) hold a PhD degree in a relevant field, such as public health, epidemiology, environmental health, Indigenous health, information/data science, journalism, media studies, and/or health risk communication;
 - (b) be eligible to hold a tenured or tenure-track faculty appointment at the University; and
 - (c) have attained or have the potential to attain national recognition as a leader in the area of risk communication for airways health.
- 2.2 The Chair will be appointed in accordance with University Policy A10.06 [*Appointment of Specially Funded University Chairs, University Professors and Research Fellows*] and with Article 23.1 - 23.18 of the Collective Agreement, as amended by the University from time to time.
- 2.3 The Chair will hold a tenure track academic appointment at the rank of Assistant Professor or Associate Professor in the Faculty of Health Sciences at the University.
- 2.4 The workload of the Chair will be modified to reflect the financial commitment to the salary from the Foundation. 75% of the Chair's time will be spent on research; teaching responsibilities will include 1.5 courses per year and supervision of graduate and undergraduate students as appropriate.

3. SELECTION AND REVIEW PROCESS:

- 3.1 The selection committee (the "**Selection Committee**") for the Chair will be struck according to University policies regarding the recruitment of Chairs. It will be chaired by the Dean of the Faculty of Health Sciences (the "**Dean**"), or delegate, and include at least two other representatives from the University. It will also include at least two representatives from

the VCHRI.

- 3.2 The Dean will strike an advisory committee (the "**Advisory Committee**") consisting of (i) the Dean and another representative of the University; (ii) one representative of the Foundation and one representative of VCHRI; and (iii) such other committee members as may be agreed upon among the Parties.
- 3.3 A review of the Chair will be conducted by the Advisory Committee to make recommendations for renewal (see 5.1) in the fourth year of the Chair's Award Period in accordance with University Policy A10.06. None of the members of the Advisory Committee shall be remunerated from the funds paid by the Foundation.

4. LOCATION

- 4.1 The holder of the Chair will be co-located at the University and VCHRI for the duration of the term unless the Parties, in consultation with the holder of the Chair, decide upon location arrangements to best meet the Objectives of the Chair. In recognition of the potential benefits that the Chair's research may bring to the clinical groups, VCHRI will:
 - (a) provide the holder of the Chair with suitable office, and graduate student work space at a reasonable charge agreed upon by VCH and the University;
 - (b) give the holder of the Chair access to any existing equipment at VCHRI necessary to advance and promote the research funded by the Chair (the "**Equipment**"); and
 - (c) offer use of the Equipment to the holder of the Chair at reasonable charge;
- 4.2 In recognition of the potential benefits that the Chair's research may bring to the University, the University will:
 - (a) provide the holder of the Chair with suitable office and laboratory space at no charge;
 - (b) give the holder of the Chair access to any existing equipment at the University necessary to advance and promote the research funded by the Chair (the "**University Equipment**");
 - (c) offer use of the University Equipment to the holder of the Chair at reasonable charge; and
 - (d) provide access to the University's John R. Evans Leaders Fund allocation for research infrastructure (Canadian Foundation for Innovation).

5. AWARD PERIOD OF THE CHAIR

- 5.1 The term of appointment for the Chair (the "**Award Period**"), also has an option of a five (5) year renewable term, subject to continued funding and a successful review of the Chair's research and performance relative to Objectives (See 3.3)

SCHEDULE B

Intellectual Property

Unless a separate sponsored research agreement between the Parties states otherwise (e.g., sub-contract):

- (a) University's Intellectual Property policy will govern intellectual property ("**IP**") created by the Chair and/or any other University researchers directed or managed by the Chair ("**Researchers**") in the course of research projects that used VCH funds, facilities and/or resources (the "**Research Study**");
- (b) Notwithstanding section (a) above:
 - i. If the Chair and/or Researchers, assign the Research Study IP to University or VCH, University and VCH will work together to determine how to manage the IP and share a percentage of revenues between University and VCH (e.g., entering into an inter- institutional agreement). The Parties will keep each other informed of their commercialization efforts. For clarity, the foregoing obligations do not apply to the Research Study IP that was transferred to University for the purpose of its assignment to a sponsor of a research project pursuant to a research agreement.
 - ii. If the Chair and/or Researchers retain ownership of the Research Study IP and share revenues arising from the commercialization of the Research Study IP with the University, the University shall notify VCH and the parties shall negotiate in good faith the revenue split between VCH and the University.
 - iii. If the Chair and/or Researchers request the assistance of University in commercializing the Research Study IP, then the University must inform VCH before declining to assist, or abandoning the commercialization of the IP. VCH must have the opportunity to decide if there is interest to independently commercialize the IP.
 - iv. For the Research Study IP, VCH will have the same rights as the University as described in Section 3.3.3 of the University's Intellectual Property policy, being that VCH will also retain a non-exclusive, royalty-free, worldwide, perpetual license to use the Research Study IP for scholarly, academic and other non-commercial purposes.
- (c) The Parties will execute and deliver all such further documents, do or cause to be done (or will cause any of their employees or agents to execute and deliver, including the Chair) all such further acts and things, and give all such further assurances as may be necessary to give full effect to the provisions and intent of this Schedule B.

SCHEDULE C

Annual Payment Calculation

SFU/Legacy for Airway Health Chair in Health Communication

Total cost for 10-Year Term	\$ 2,344,686.24
LAH's maximum contribution towards total cost	\$ 1,172,343.12

Key Assumptions:

1. Highest starting point in salary band.
2. Annual increases to salary estimated at 2 step for years 1 to 4 and then 2.5 for years 5 to 10.
3. Base amount follows SFU guidelines of ~\$7370 + \$5k mileage
4. Candidate selects housing allowance instead of mortgage subsidy.

Initial Appointment Term - Five years (Year 1-5)

SFU Faculty of Health Sciences	Year 1	Year 2	Year 3	Year 4	Year 5	Totals
Salary (including salary, chair stipend)	\$150,000.00	\$153,000.00	\$161,772.00	\$165,007.44	\$174,019.59	\$803,799.03
Step increases		\$5,600.00		\$5,600.00		\$11,200.00
Benefits (21% of total salary)	\$31,500.00	\$33,306.00	\$33,972.12	\$35,827.56	\$36,544.11	\$171,149.80
Relocation allowance	\$12,370.00					\$12,370.00
Housing allowance (down payment assistance)	\$50,000.00					\$50,000.00
Start up funds	\$100,000.00					\$100,000.00
Total (residual to support research activities of Chair)	\$343,870.00	\$191,906.00	\$195,744.12	\$206,435.00	\$210,563.70	\$1,148,518.82

LAH contribution from VGH & UBC Hospital Foundation (50%)	\$171,935.00	\$95,953.00	\$97,872.06	\$103,217.50	\$105,281.85	\$574,259.41
SFU contribution (50%)	\$171,935.00	\$95,953.00	\$97,872.06	\$103,217.50	\$105,281.85	\$574,259.41

Renewal Term - Five Years (Year 6-10)

SFU Faculty of Health Sciences	Year 1	Year 2	Year 3	Year 4	Year 5	Totals
Salary (including salary, chair stipend)	\$177,499.98	\$188,189.98	\$191,953.78	\$202,932.85	\$206,991.51	\$967,568.11
Step increases	\$7,000.00		\$7,000.00		\$7,000.00	\$21,000.00
Benefits (21% of total salary)	\$38,745.00	\$39,519.90	\$41,780.29	\$42,615.90	\$44,938.22	\$207,599.31
Relocation allowance						\$0.00
Housing allowance (down payment assistance)						\$0.00
Start up funds						\$0.00
Total (residual to support research activities of Chair)	\$223,244.98	\$227,709.88	\$240,734.07	\$245,548.75	\$258,929.73	\$1,196,167.41

LAH contribution from VGH & UBC Hospital Foundation (50%)	\$111,622.49	\$113,854.94	\$120,367.04	\$122,774.38	\$129,464.86	\$598,083.71
SFU contribution (50%)	\$111,622.49	\$113,854.94	\$120,367.04	\$122,774.38	\$129,464.86	\$598,083.71

SIMON FRASER UNIVERSITY

LEGACY FOR AIRWAY HEALTH CHAIR IN HEALTH COMMUNICATION

CONTRIBUTION AGREEMENT AND TERMS OF REFERENCE

THIS AGREEMENT (the "**Agreement**") made effective the ____ day of _____ 2024 (the "**Effective Date**").

AMONG:

Simon Fraser University, Strand Hall 2118, 8888 University
Drive, Burnaby, BC V5A 1S6
Email: jcs12@sfu.ca; vpaae@sfu.ca

(the "**University**")

AND

VGH & UBC Hospital Foundation, 190-855 West 12th Ave,
Vancouver, BC V5Z 1M9
Email: angela.chapman@vgh.ca

(the "**Foundation**")

AND:

Vancouver Coastal Health Authority, 6/F, 2635 Laurel Street,
Vancouver, BC V5Z 1M9
Email: t.tsang@ubc.ca

(the "**VCHRI**")

(individually a "**Party**", together the "**Parties**")

WHEREAS:

- A. The University (#11852 0725 RR0001) is a registered charity under the *Income Tax Act* (Canada) that from time to time establishes and awards chairs to prominent faculty members to recognize their academic accomplishments.
- B. The Foundation (#13217 3063 RR0001) is a registered charity under the *Income Tax Act* (Canada).
- C. Vancouver Coastal Health Authority ("**VCH**") is a regional health authority designated under the *Health Authorities Act* (British Columbia) with responsibility for the development, delivery and administration of health care services and programs within its geographical boundaries. Vancouver Coastal Health Research Institute (VCHRI) is the research arm of VCH in British Columbia, Canada.
- D. Legacy for Airway Health initiative was created in 2018 with intent to leverage a gift donated to VGH and UBC Foundation, for investment in research and care of asthma and chronic obstructive pulmonary disease (COPD). The University wishes, with the support of the Foundation and VCH, to establish "**Legacy for Airway Health Chair in Health Communication**" (the "**Chair**") in the Faculty of Health Sciences.
- E. The Parties wish to enter into this Agreement to confirm the consideration exchanged in respect of the establishment and funding of the Chair and the terms and conditions upon which the Chair will be established.

In consideration of the mutual promises and obligations contained herein and for other good and valuable considerations, the receipt and sufficiency of which each Party acknowledges, the Parties agree as follows:

1. Creation and Naming of the Chair

1.1 The University will establish the Chair to support research, education and leadership in addressing vulnerability and susceptibility factors to promote airways health communication in the Faculty of Health Sciences and VCHRI for the objectives and in accordance with the requirements set out in Schedule A hereto.

1.2 The Chair will be named the "**Legacy for Airway Health Chair in Health Communication**" or such other name by which the Chair becomes known if changed in accordance with this Agreement or the University's naming policies, as amended from time to time.

4.21.3 The term of appointment for the Chair will be five (5) years (the "**Initial Award Period**"), and may be renewed for an additional five (5) years (the "**Second Award Period**"), subject to continued funding and a successful review of the Chair's research and performance relative to the objectives of the Chair as per Schedule A.

2. Chair Funding

2.1 ~~Subject to Section 5, t~~The Chair will be funded by the Foundation and the University ~~on subject to~~ the terms and conditions of this Agreement.

2.2 ~~The Foundation and University will share costs associated with the Chair equally between them, and to this end, t~~The Foundation ~~and the University each~~ will contribute 50% of the annual Chair Salary, Benefits, and Start-up Funds, and 100% of a Chair Stipend (as defined in s. 3.1 below). ~~In this Agreement, the funds contributed by the Foundation are referred to as the "Foundation Funds" and the funds contributed by the University are referred to as the "University Funds". up to a combined~~Each of the Foundation Funds and University Funds has a maximum contribution amount of \$574,259.41 during the ~~Initial Award Period, and a maximum contribution amount of \$1,172,343.12 overall, if renewed for a second term- the Second Award Period (the-~~"**Foundation Funds**"). Residual funds in any year may be used to support the research of the Chair. ~~The Foundation is not required to pay the University any funds greater than that maximum.~~ Schedule C outlines the amounts allocated to each year of the ~~Initial Award Period and renewal term~~Second Award Period, if any, ~~and sets out the year-by-year amounts comprising the Foundation Funds and the University Funds.~~ For clarity, with respect to each of the Foundation Funds and the University Funds:

- (a) Total cumulative amount for Initial Award Period, being Year 1-5 funding: \$574,259.41; and
- (b) Total cumulative amount for Second Award Period, being Year 6-10 funding (if renewed): \$598,083.71.

The University may carry over the allocated funds between the years, including between Years 1-5 and 6-10, move the Foundation Funds between the expense line items specified in Schedule C, and allocate the Foundation Funds to other expenses in accordance with the Purpose outlined in s. 3.1 below. The University will communicate such changes to the Foundation and VCHRI in advance to implementing such changes, so that the Foundation and VCHRI will have a current and up-to-date account of how the Foundation Funds are allocated and spent at all times during the Term of this Agreement.

2.3 The University will:

(a) ~~share costs associated with the Chair equally between the Foundation and University pursuant to this Agreement (the “University Funds”);~~

(b)(a) support the Chair by making University resources available to it, such as the University’s physical structures, research laboratories, capital equipment, and technical facilities; and

(e)(b) determine, in its sole discretion but subject to Section 2.2 above, the manner in which it will generate and invest (if at all) the University Funds and the manner in which it will apply ~~to~~ the University Funds to the Chair and, for greater certainty, will not be required to invest the University Funds nor to create a dedicated fund in support of the Chair.

2.4 University will make reasonable efforts during the Initial Award Period and ~~its renewal~~ the Second Award Period, if applicable, to raise additional funding for the Chair, however, that will not reduce the funds payable by the Foundation under this Agreement. The Foundation acknowledges that the University is relying on the payment by the Foundation of the Foundation Funds to support the Chair and the Purpose, and that non-payment by the Foundation of the Foundation Funds in whole or in part would be to the University’s significant detriment.

2.42.5 In year five of the Term, all signatories will explore the possibility of extending the funding arrangements.

3. Purpose and Use of the Foundation Funds and University Funds

3.1 The Foundation Funds and University Funds will be used to support the Chair, including their research program (the “**Purpose**”) in accordance with this Agreement and, in particular, to pay— in accordance with this Agreement, including without limitation Section 5.2—the salary, including market differential (the “**Chair Salary**”), Chair stipend (the “**Chair Stipend**”), the benefits and a relocation and allowance (the “**Benefits**”), determined in accordance with the Simon Fraser University Faculty Association and Simon Fraser University Collective Agreement (the “**Collective Agreement**”) in effect at the relevant time, the one-time start-up funds for the Chair (the “**Start-up Funds**”), and other research-related costs of the Chair’s research program, all as set out in more detail in Schedule C.

4. Payment of Chair Salary and Benefits

4.1 The Foundation will make the contribution of ~~funds the Foundation Funds~~ upon receiving an invoice from the University which shall be issued at least once per quarter starting from the date on which the chair is occupied to support the Chair in accordance with the ~~clause s. 3.1 of the present Agreement~~ above.

4.2 The ~~i~~invoices will be submitted to:

Phalgun Joshi
Legacy for Airway Health, VCHRI Rm 7267, 7th Floor 2775 Laurel St.
Vancouver, BC. Canada. V5Z 1M9

or such other person or address as may be directed by the Foundation in writing from time to time.

4.3 All reasonable efforts will be made to ensure payments are made within sixty (60) days of receiving an invoice. All payments will be sent to the Advancement and Alumni Engagement Office at the University.

5. University and VCH Policies

5.1 Unless otherwise set out in this Agreement, decisions on the appointment of the holder of the Chair and on their continuing state of employment at the University, will be made in accordance with the terms of reference, as appended hereto, and the policies of the University and VCH (including those of VCHRI) as they may be amended from time to time.

~~5.2 The term of appointment for the Chair (the "**Award Period**"), will be a five (5) year renewable term, subject to continued funding and a successful review of the chair's research and performance relative to the objectives of the Chair as per Schedule A.~~

6. Sponsor and Health Authority Recognition

6.1 The University will recognize the Foundation's and VCHRI's respective contributions to the Chair and will publicize and acknowledge the Foundation and VCHRI in a manner acceptable to the Foundation and VCHRI and in accordance with the University's policies, provided that the University will not publicly announce the establishment and selection of the Chair without the prior written consent of the Foundation and VCHRI, not to be unreasonably withheld, and such announcement will be coordinated between the University, VCHRI and the Foundation.

6.2 The Parties will refer to the Chair as the "**Legacy for Airway Health Chair in Health Communication**", and the University will require the holder of the Chair to identify as the "**Legacy for Airway Health Chair in Health Communication**" in all research papers, publications, conference presentations, speaking engagements and elsewhere as appropriate, in each case as may be amended in accordance with this Agreement.

6.3 The University shall require the holder of the Chair to acknowledge the support of VGH & UBC Hospital Foundation and Vancouver Coastal Health Research Institute in all research papers, publications, conference presentations, research-related speaking engagements, and other formal business documentation, as appropriate.

7. Review and Reporting

7.1 The University will require the holder of the Chair to provide the University with a biennial written report (in the form required by the guidelines adopted by the Faculty of Health Sciences Tenure and Program Committee (formed pursuant to the Collective Agreement) which summarizes the Chair's activities and achievements, a copy of which will be provided to the Foundation and VCHRI within a reasonable period of time upon receipt by the University.

7.2 Upon request by the Foundation, the University will provide the Foundation with non- technical reports that are meaningful to a non-academic audience, such as donors.

8. Intellectual Property

8.1 The Parties acknowledge and agree to address intellectual property in connection with this Agreement as set out in Schedule B.

9. Vacancy in the Chair

9.1 If the holder of the Chair leaves their academic appointment mid-term, this Agreement will remain in effect and a search for a new holder of the Chair will be initiated forthwith. The University will promptly notify VCHRI of such vacancy ~~within four (4) weeks of upon~~ receiving the resignation notice from the holder of the Chair, or the University providing notice of termination to the holder of the Chair, as applicable. Prior to the University providing notice of termination, the

University will consult with VCHRI with respect to the University's decision to the termination, in order to enable VCHRI to plan for the Chair's vacancy.

- 9.2 If a vacancy arises in the Chair, for the duration of the vacancy, the University will not submit invoices to VCHRI. If the Chair remains vacant for at least twenty-four (24) consecutive months, VCHRI or the Foundation may terminate this Agreement by providing at least three (3) months written notice to the University.

10. Term and Termination

- 10.1 The term of this Agreement (the "Term") shall commence on the Effective Date and shall expire at the end of the Initial Award Period, or the Second Award Period (if applicable). Any Party may terminate this Agreement upon one (1) year written notice to the other Parties.
- 10.2 Any Party may terminate this Agreement immediately upon written notice to the other Parties in the event that any other Party breaches any provision of this Agreement, if that Party fails to cure such breach within thirty (30) days after receipt of written notice of such breach.
- 10.3 Upon the termination of this Agreement in accordance with the terms thereof:
- (a) the Parties will have no further obligation to each other in respect of the Chair and the University will have the sole right and authority to make decisions in respect of the Chair;
 - (b) the Foundation will not pay any additional ~~funds~~ Foundation Funds to the University;
 - (c) any Party that holds funds in respect of the Chair (including any funds raised pursuant to Section 2.4) may use such funds as governed by their respective policies.

11. Research Affiliation Agreement

- 11.1 ~~If the Research Affiliation Agreement between SFU and VCHRI is reinstated, t~~The terms and conditions of the Research Affiliation Agreement between the University and VCHRI (the "Research Affiliation Agreement") governing the overhead and research support fund sharing will apply to the projects conducted by the Chair. In the event of a conflict between the Research Affiliation Agreement (as amended or superseded) and this Contribution Agreement, the Contribution Agreement will prevail.

12. Representations and Warranties

- 12.1 Each Party represents and warrants to each other Party, in respect of itself that:
- (a) it has the requisite capacity, power, and authority to enter into and be bound by this Agreement and to fulfill its obligations on the terms and conditions of this Agreement;
 - (b) this Agreement has been duly authorized, executed and delivered, and when so executed and delivered constitutes a valid, legal and binding obligation, enforceable against that Party in accordance with its terms;
 - (c) the carrying out of this Agreement will not breach or interfere with any other agreement by which it is bound; and
 - (d) it will comply with all applicable laws, regulations and orders in

performing its obligations and exercising its rights under the Agreement.

13. General

- 13.1 This Agreement does not make any of the Parties agents, joint venturers or partners with each other.
- 13.2 This Agreement may not be assigned by a Party without the prior written consent of the other Parties. Notwithstanding the forgoing, VCHRI may assign any part or all of this Agreement to any successor of VCHRI as part of a regional or provincial reorganization or consolidation of health services.
- 13.3 This Agreement may be amended at any time by an amending agreement, in writing, made amongst the Parties.
- 13.4 This Agreement, including Schedules A, B, and C constitutes the entire agreement between the Parties with respect to the matters described in this Agreement, and the Parties do not rely upon any representation or agreement whatsoever which is not incorporated in this Agreement, except for University pPolicies, VCH policies (including VCHRI policies) and the Research Affiliation Agreement.
- 13.5 The Parties confirm they have obtained such independent legal and income tax advice as they each respectively deem necessary and confirm that none of the Parties have provided legal or income tax advice to any of the others.
- 13.6 Any notice required or permitted under this Agreement must be in writing and may be given by personal delivery, overnight courier, mail or electronic transmission to the Party at the address set out on the first page of this Agreement or as otherwise designated in writing by a Party. Notices given by personal delivery will be deemed to have been received on the date of the delivery. Notices given by overnight courier or facsimile or electronic transmission will be deemed to have been received on the day following the date of delivery. Notices delivered by mail will be deemed to have been received on the third day following the date of mailing.
- 13.7 This Agreement is binding and benefits the Parties and their respective successors and permitted assigns.
- 13.8 This Agreement is governed by, and construed in accordance with, the laws of the Province of British Columbia and the laws of Canada applicable therein. Each of the Parties agree to bring any action arising out of or related to this Agreement in a court of British Columbia and the Parties hereby submit to the exclusive jurisdiction of the courts of British Columbia and any courts competent to hear appeals therefrom.
- 13.9 This Agreement may be executed in counterparts and delivered by electronic transmission. All executed counterparts taken together will constitute one agreement.

- SIGNATURE PAGE TO FOLLOW -

TO EVIDENCE THEIR AGREEMENT, each of the Parties has executed this Agreement as of the date first above written.

SIMON FRASER UNIVERSITY
Per: Erin Morantz
Vice-President, Advancement and
Alumni Engagement

VGH & UBC HOSPITAL FOUNDATION
Per: Angela Chapman
President & Chief Executive Officer

Authorized Signatory

Authorized Signatory

SIMON FRASER UNIVERSITY
Per: Dr. Dilson Rassier
Provost & Vice-President, Academic
~~Health & Chief Medical Health~~
~~Officer~~

VANCOUVER COASTAL HEALTH AUTHORITY
Per: Dr. ~~Patricia Daly~~[Teresa Tsang](#)
~~Executive Director, VCHRI~~~~Vice President, Public~~

Authorized Signatory

Authorized Signatory

SCHEDULE A

CHAIR TERMS OF REFERENCE

1. SCOPE AND OBJECTIVES OF CHAIR

- 1.1 The primary focus of the Chair is research, education and leadership in health risk communication on vulnerability and susceptibility to airways disease, including asthma and COPD and its prevention.
- 1.2 The objectives (the "**Objectives**") of the Chair are to:
 - (a) Embrace world-class, equity focused research and education on this thematic focus area, targeting resilience and adaptation to threats to lung health; threats can include vaping/tobacco products, exposures from occupational, environmental, and/or residential settings, climate change, infectious agents and pandemics, and mis- information.
 - (b) Establish a robust interdisciplinary, multi-method, research program in relevant areas, including health risk communication, health literacy, and health promotion.
 - (c) Educate and equip the next-generation of researchers to become future leaders in health risk communication.
 - (d) Adopt an integrated knowledge translation lens, rooted in strong collaboration with affected parties, to inform development and implementation of policy and practice on risk decision-making.

2. ELIGIBILITY:

- 2.1 To be eligible for consideration to be appointed as the holder of the Chair, a candidate must:
 - (a) hold a PhD degree in a relevant field, such as public health, epidemiology, environmental health, Indigenous health, information/data science, journalism, media studies, and/or health risk communication;
 - (b) be eligible to hold a tenured or tenure-track faculty appointment at the University; and
 - (c) have attained or have the potential to attain national recognition as a leader in the area of risk communication for airways health.
- 2.2 The Chair will be appointed in accordance with University Policy A10.06 [*Appointment of Specially Funded University Chairs, University Professors and Research Fellows*] and with Article 23.1 - 23.18 of the Collective Agreement, as amended by the University from time to time.
- 2.3 The Chair will hold a tenure track academic appointment at the rank of Assistant Professor or Associate Professor in the Faculty of Health Sciences at the University.
- 2.4 The workload of the Chair will be modified to reflect the financial commitment to the salary from the Foundation. 75% of the Chair's time will be spent on research; teaching responsibilities will include 1.5 courses per year and supervision of graduate and undergraduate students as appropriate.

3. SELECTION AND REVIEW PROCESS:

~~3.1~~

~~3.23.1~~ The selection committee (the "**Selection Committee**") for the Chair will be struck according to University policies regarding the recruitment of Chairs. It will be chaired by the Dean of the Faculty of Health Sciences (the "**Dean**"), or delegate, and include at least two other representatives from the University. It will also include at least two representatives from the VCHRI.

~~3.33.2~~ The Dean will strike an advisory committee (the "**Advisory Committee**") consisting of (i) the Dean and another representative of the University; (ii) one representative of the Foundation and one representative of VCHRI; and (iii) such other committee members as may be agreed upon among the Parties.

~~3.43.3~~ A review of the Chair will be conducted by the Advisory Committee to make recommendations for renewal (see 5.1) in the fourth year of the Chair's Initial Award Period in accordance with University Policy A10.06. None of the members of the Advisory Committee shall be remunerated from the funds paid by the Foundation.

4. LOCATION

4.1 The holder of the Chair will be co-located at the University and VCHRI for the duration of the Tterm unless the Parties, in consultation with the holder of the Chair, decide upon location arrangements to best meet the Objectives of the Chair. In recognition of the potential benefits that the Chair's research may bring to the clinical groups at VCH, VCHRI will:

- (a) provide the holder of the Chair with suitable office, and graduate student work space at a reasonable charge agreed upon by VCHRI and the University;
- (b) give the holder of the Chair access to any existing equipment at VCHRI necessary to advance and promote the research funded by the Chair (the "**Equipment**"); and
- (c) offer use of the Equipment to the holder of the Chair at reasonable charge;

4.2 In recognition of the potential benefits that the Chair's research may bring to the University, the University will:

- (a) provide the holder of the Chair with suitable office and laboratory space at no charge;
- (b) give the holder of the Chair access to any existing equipment at the University necessary to advance and promote the research funded by the Chair (the "**University Equipment**");
- (c) offer use of the University Equipment to the holder of the Chair at reasonable charge; and
- (d) provide access to the University's John R. Evans Leaders Fund allocation for research infrastructure (Canadian Foundation for Innovation).

5. AWARD PERIOD OF THE CHAIR

5.1 ~~The term of appointment for the Chair (the "**Award Period**"), also has an option of a five-~~
~~(5)-year renewable term. The Initial Award Period is five (5) years, and may be renewed~~
~~for the Second Award Period comprising an additional five (5) years,~~ subject to continued funding and a successful review of the Chair's research and performance relative to Objectives (see 3.3).

SCHEDULE B

Intellectual Property

Unless a separate sponsored research agreement between the Parties states otherwise (e.g., sub-contract):

- (a) University's Intellectual Property policy will govern intellectual property ("IP") created by the Chair and/or any other University researchers directed or managed by the Chair ("Researchers") in the course of research projects that used VCH funds, facilities and/or resources (the "Research Study");
- (b) Notwithstanding section (a) above:
 - i. If the Chair and/or Researchers, assign the Research Study IP to University or VCH, University and VCH will work together to determine how to manage the IP and share a percentage of revenues between University and VCH (e.g., entering into an inter- institutional agreement). The Parties will keep each other informed of their commercialization efforts. For clarity, the foregoing obligations do not apply to the Research Study IP that was transferred to University for the purpose of its assignment to a sponsor of a research project pursuant to a research agreement.
 - ii. If the Chair and/or Researchers retain ownership of the Research Study IP and share revenues arising from the commercialization of the Research Study IP with the University, the University shall notify VCH and the parties shall negotiate in good faith the revenue split between VCH and the University.
 - iii. If the Chair and/or Researchers request the assistance of University in commercializing the Research Study IP, then the University must inform VCH before declining to assist, or abandoning the commercialization of the IP. VCH must have the-a reasonable opportunity to decide if there is interest to independently commercialize the IP.
 - iv. Without limiting any other provisions in this Schedule B, Ffor the Research Study IP, VCH will have the same rights as the University as described in Section 3.3.3 of the University's Intellectual Property policy, being that VCH will also retain a non- exclusive, royalty-free, worldwide, perpetual license to use the Research Study IP for scholarly, academic and other non-commercial purposes.
- (c) The Parties will execute and deliver all such further documents, do or cause to be done (or will cause any of their employees or agents to execute and deliver, including the Chair) all such further acts and things, and give all such further assurances as may be necessary to give full effect to the provisions and intent of this Schedule B.

SCHEDULE C

Annual Payment Calculation*

*Actuals subject to the applicable SFUFA/SFU Collective Agreement articles and university policies.

SFU/Legacy for Airway Health Chair in Health Communication

Total cost for 10-Year Term	\$ 2,344,686.24
LAH's maximum contribution towards total cost	\$ 1,172,343.12

Key Assumptions:

1. Highest starting point in salary band.
2. Annual increases to salary estimated at 2 step for years 1 to 4 and then 2.5 for years 5 to 10.
3. Base amount follows SFU guidelines of ~\$7370 + \$5k mileage
4. Candidate selects housing allowance instead of mortgage subsidy.

Initial Appointment Term - Five years (Year 1-5)

SFU Faculty of Health Sciences	Year 1	Year 2	Year 3	Year 4	Year 5	Totals
Salary (including salary, chair stipend)	\$150,000.00	\$153,000.00	\$161,772.00	\$165,007.44	\$174,019.59	\$803,799.03
Step increases		\$5,600.00		\$5,600.00		\$11,200.00
Benefits (21% of total salary)	\$31,500.00	\$33,306.00	\$33,972.12	\$35,827.56	\$36,544.11	\$171,149.80
Relocation allowance	\$12,370.00					\$12,370.00
Housing allowance (down payment assistance)	\$50,000.00					\$50,000.00
Start up funds	\$100,000.00					\$100,000.00
Total (residual to support research activities of Chair)	\$343,870.00	\$191,906.00	\$195,744.12	\$206,435.00	\$210,563.70	\$1,148,518.82

LAH contribution from VGH & UBC Hospital Foundation (50%)	\$171,935.00	\$95,953.00	\$97,872.06	\$103,217.50	\$105,281.85	\$574,259.41
SFU contribution (50%)	\$171,935.00	\$95,953.00	\$97,872.06	\$103,217.50	\$105,281.85	\$574,259.41

Renewal Term - Five Years (Year 6-10)

SFU Faculty of Health Sciences	Year 1	Year 2	Year 3	Year 4	Year 5	Totals
Salary (including salary, chair stipend)	\$177,499.98	\$188,189.98	\$191,953.78	\$202,932.85	\$206,991.51	\$967,568.11
Step increases	\$7,000.00		\$7,000.00		\$7,000.00	\$21,000.00
Benefits (21% of total salary)	\$38,745.00	\$39,519.90	\$41,780.29	\$42,615.90	\$44,938.22	\$207,599.31
Relocation allowance						\$0.00
Housing allowance (down payment assistance)						\$0.00
Start up funds						\$0.00
Total (residual to support research activities of Chair)	\$223,244.98	\$227,709.88	\$240,734.07	\$245,548.75	\$258,929.73	\$1,196,167.41

LAH contribution from VGH & UBC Hospital Foundation (50%)	\$111,622.49	\$113,854.94	\$120,367.04	\$122,774.38	\$129,464.86	\$598,083.71
SFU contribution (50%)	\$111,622.49	\$113,854.94	\$120,367.04	\$122,774.38	\$129,464.86	\$598,083.71