

## RELEASE

### 1. RELEASE

IN CONSIDERATION of money paid to me by **The Board of Governors of Athabasca University ("AU")** in the total amount of **\$360,000.00**, (the "**Payment**") to be structured as follows:

- 1) \$260, 984.50 (less statutory deductions) to be paid as a retiring allowance;
- 2) \$99,015.50, to be paid as general damages for which no T4 will be issued;

and other consideration provided to me from AU the sufficiency of which I acknowledge, I, **Dr. Peter Scott**, do for myself and my heirs, executors, administrators and assigns (collectively referred to as "me" or "I"), forever remise, release, and discharge AU and its subsidiaries and affiliates, and all its officers, directors, councilors, employees, agents, insurers, successors, and assigns (collectively referred to as the "**Employer**"), jointly and severally, from any and all claims, actions, complaints and causes of action, seeking damages, compensation for losses or injuries, recovery of debts, sums of money, indemnity, expenses, interest, and costs, including, without limitation, claims of any and every kind and nature whatsoever at common law and in equity, and claims in contract (whether express or implied) or tort law, including, without limitation, any discrimination, harassment, defamation, intimidation, mental distress, and negligent misrepresentation claims, and claims under any applicable legislation, including, without limitation, the (Alberta) *Occupational Health and Safety Act*, the *Alberta Human Rights Act*, the (Alberta) *Employment Standards Code*, or any applicable successor legislation, that against the Employer I ever had, now have, or can hereafter have, by reasons of or arising out of any causes whatsoever, existing up to and inclusive of the date of this Release, and more specifically, but without limiting the general nature of this Release, arising from or related to:

- (b) my employment with the Employer (including any right of reversion to a Bargaining unit position);
- (c) the end of my employment relationship with the Employer;
- (d) the loss to me of any pension, medical, insurance, short term or long-term disability, welfare or other plans or benefits sponsored or contributed to by the Employer, and any claims arising under such plans, insurance or benefits; and
- (e) the loss to me of any other benefits or compensation related to my employment with the Employer, including, without limitation, the loss of salary, wages, pay in lieu of termination notice, vacation pay, bonuses, expenses, allowances, incentive payments, damages, share and stock units, share and stock unit options, costs, fees, and insurance.

### 2. NO ADMISSION

I agree that the Payment and any other consideration provided to me does not constitute any admission of liability by or on behalf of the Employer.

### **3. INDEMNITY AND COSTS FOR CLAIMS**

I agree that in the event I make any claim, complaint, application, demand, or otherwise take any action or proceeding against the Employer related to my employment with the Employer, or the end of my Employment with the Employer, this Release may be raised as a complete bar to any such claim, complaint, application, demand, and proceeding, and I will be liable to the Employer for its costs and expenses, including reasonable legal fees, incurred to respond to my claim, complaint, application, demand, or proceeding.

### **4. INDEMNITY FOR TAXES, AND EMPLOYMENT INSURANCE AND CANADA PENSION BENEFITS**

I agree that I will indemnify the Employer for all claims, taxes, penalties, fees, costs, and demands that the Canada Revenue Agency may make at any time that require the Employer to pay income tax under the *Income Tax Act (Canada)* and the *Alberta Income Tax Act* in respect of income tax payable by me in excess of the income tax previously withheld. I further agree that I will indemnify the Employer for all claims, taxes, penalties, fees, costs, and demands that require the Employer at any time to make any payments in accordance with the applicable statutes and regulations related to my receipt of, or my failure to return overpayments of, Employment Insurance and Canada Pension Plan benefits.

### **5. BENEFITS AND INSURANCE CLAIMS**

I agree the Payment includes full compensation and consideration for loss of employment benefits, including, without limitation, benefits related to pension, retirement, short-term disability, and long-term disability. I fully accept sole responsibility to replace those benefits that I wish to continue, and to exercise conversion privileges where applicable with respect to the benefits. In the event I become disabled, I covenant not to sue the Employer for insurance or other benefits, or for loss of benefits. After my benefits coverage ceases, I release the Employer from any further obligations or liabilities arising from my employment benefits. It is agreed and understood that my execution of this Release does not affect my entitlement, if any, to my vested pension rights, which are governed by the provisions of my Pension Plan documents and the applicable Federal and/or Provincial legislation.

### **6. NON-DISCLOSURE**

I agree to maintain strict confidentiality with regard to the terms of this Release, and that I will not, in any form or manner, divulge or disclose, directly or indirectly, the contents of this Release or the terms of settlement relating to the termination of my employment with the Employer to any person, including but without limiting the generality of the foregoing, to employees or former employees of the Employer, except my spouse or common law partner, and my legal and financial advisors, on the condition that they maintain the confidentiality of the terms of this Release, or as required by law. I agree that compliance with the non-disclosure provision set out in this paragraph is a fundamental and material condition of the Agreement. I further agree that the commitment to maintain confidentiality and to refrain from disclosure is required by the Employer as a condition precedent to the Payment, and I agree that in the event I breach this obligation at any time in the future, I will forthwith be required to pay to AU the full general damages paid to me pursuant to this Agreement, which sum I agree reflects a reasonable pre-estimate of the actual harm the Employer will suffer in the event of my breach of the obligations set out in this paragraph.

## **7. CONFIDENTIALITY**

I agree that during my employment with the Employer I had access to certain confidential and proprietary information, the disclosure of which could be harmful to the interests of the Employer. I further agree that I have taken and will in future take appropriate precautions to safeguard the confidential information of the Employer, and I will not disclose it except with the consent of the Employer or as obligated by law. I further agree that I will not, either myself or through an agent, disclose or otherwise use any of the Employer's confidential information in any manner that is contrary to the interests of the Employer. I further agree that I will not, either myself or through an agent, access or in any way alter, or attempt to access or in any way alter, the Employer's electronic data and networks.

I agree that nothing affects, modifies, or cancels any obligations I owe to the Employer with regard to confidential knowledge or confidential information I have in respect to the business affairs and interests of the Employer, whether such obligations arise from any express agreement with the Employer or are imposed by operation of law.

## **8. FURTHER CLAIMS**

I agree not to make and agree to discontinue any action, suit, proceeding or complaint of any kind, in any court, or before any administrative body, directly or indirectly against any other entity, person, or corporation that may, in relation to the claims or proceedings, claim contribution or indemnity under the provisions of any statute or otherwise against the Employer.

## **9. NO DEFAMATORY OR DEROGATORY REMARKS**

I agree I will not make any oral or written remarks or other communications about the Employer or any of its personnel or employees that are defamatory, untrue, damaging, or otherwise derogatory. I further agree that the commitment in the preceding sentence is required by the Employer as a condition precedent to the Payment, and I agree that in the event I breach this obligation at any time in the future, I will forthwith be required to pay to AU the full general damages paid to me pursuant to this Agreement, which sum I agree reflects a reasonable pre-estimate of the actual harm the Employer will suffer in the event of my breach of the obligations set out in this paragraph.

## **10. RETURN OF PROPERTY**

I agree to return promptly to the Employer all of the Employer's property that I have in my possession, including, without limitation, personal computers, other electronic devices, keys, and all documents and files (electronic or otherwise).

## **11. SEVERABILITY**

In the event any provision, or any part of a provision, of this Release is determined to be invalid or unenforceable in any respect by a court or other legal body with proper jurisdiction, such determination shall neither affect any other provision in this Release, nor any other part of the offending provision, and the non-offending provisions and parts shall remain binding and in full force and effect.

**12. COMPLETE AGREEMENT**

I understand and agree that this Release contains the entire agreement between the Employer and me, and that the terms of this Release are contractual and not a mere recital.

I shall be entitled to execute this Release in counterpart not under seal and to rely on delivery of an email or facsimile copy of this Release once executed, and email or facsimile transmissions by the parties of any such copy shall be legally effective to create a valid and binding agreement among the parties in accordance with the terms of this settlement.

**13. UNDERSTANDING**

I agree that I have had the opportunity to seek independent legal advice with respect to the matters set out in this Release, and that I have read and fully understand this Release and the terms of settlement. I further agree that I have not been influenced by any representations or statements made by or on behalf of the Employer. I voluntarily accept the terms of this Release for the purpose of making full and final compromise, adjustment, and settlement of all claims I have or may have against the Employer.

**DATED** at the City of Edmonton, in the Province of Alberta, this 11 day of July, 2023.

*Original Signed by Dr. Peter Scott*

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**WITNESS SIGNATURE**

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**DR. PETER SCOTT**

\_\_\_\_\_  
**WITNESS PRINT NAME**

**The Board of Governors of Athabasca University**

*Original Signed by Byron Nelson*  
Per: \_\_\_\_\_