

Date

FirstName LastName Street Address City, Province Country PostalCode

Dear Dr [Name],

I am pleased to offer you a Postdoctoral Fellowship under the supervision of [NAME] in the [ORU/DEPARTMENT/FACULTY]. You will report directly to [NAME OF SUPERVISOR]. As a holder of the Fellowship, you will have the employment category of Postdoctoral Visitor.

Postdoctoral Visitors are included in the York University Faculty Association (YUFA). An electronic copy of the YUFA Collective Agreement is accessible through the <u>Faculty</u> <u>Relations website</u>.

[FOR INTERNATIONAL POSTDOCTORAL FELLOWS: This offer is subject to compliance with the immigration laws of Canada (as contained in the Immigration and Refugee Protection Act and Regulations), and contingent upon any approvals, authorizations, visas or permits required by Immigration, Refugees and Citizenship Canada (IRCC), and if applicable by Employment and Social Development Canada (ESDC).

As a Postdoctoral Visitor at York University, your position will require one of the following:

1) An employer-specific work permit which pursuant to R205 (c)(ii), C44 of the Immigration and Refugee Protection Regulations (IRPR) is exempt from the requirement to obtain a prior Labour Market Impact Assessment (LMIA) from the department of Employment and Social Development Canada This means that all that is required from York in order for you to apply for your work permit so you may work as a "Postdoctoral Visitor" is this letter of appointment from York University, York's payment of the \$230 Employer Compliance fee, the receipt of payment and Offer of employment number to you.

<mark>Or</mark>

2) An open work permit, for example an open spousal work permit, Post Graduate Work Permit (PGWP) or Bridging open work permit. For open work permits you do not require an Offer of Employment number or receipt from York University.

Depending on your citizenship, you may require either a visa or electronic Travel Authorization to enter Canada. You may also be required to provide biometrics (fingerprints and photo) and undertake a medical. Please visit the following to determine what you will need:



- <u>Immigration and Citizenship Visas and eTAs</u>
- Immigration, Refugee and Citizenship Canada Biometrics
- Immigration and Citizenship Medical Exams

For all inquiries pertaining to relocation, immigration and work permits, please contact Immigration & Relocation Services at <u>relocate@yorku.ca</u>.]

The details of this offer are as follows:

Term of Appointment

Your fellowship will commence on Month Day, Year and end on Month Day, Year.

Compensation

Salary

This award provides you with a salary equivalent to \$XX,XXX per annum, pro-rated for the period of the fellowship. [Minimum annual salary is \$31,500.] Under Canada Revenue regulations, your earnings will be subject to standard tax and other statutory deductions. Your salary will be deposited to a bank account designated by you on or about the 25th of each month in accordance with the University's regular monthly pay schedule. Please complete and submit the attached Application for Direct Deposit form.

Extended Healthcare Benefits

During your time as a Postdoctoral Visitor you will be provided with extended health care benefits. These will be provided to you in the form of a Health Care Spending Account from which you will be reimbursed for eligible expenditures on health, dental, vision and other medical expenses that qualify for the medical expense tax credit as defined by the Income Tax Act (Canada) and its Regulations. The annual spending limit under the Health Care Spending Account is \$2,200 prorated for the length of the contract. [The prorated amount based on the length of your contract (X months) is \$XXXX.] Additional details regarding the Healthcare Spending Account, including how to register for access, are available on the FGS website.

Leaves and Vacation

Postdoctoral Visitors are eligible for leave and vacation. For detailed information on Pregnancy/Primary Caregiver Leave, Parental Leave, Bereavement Leave, Medical Leave, Family Medical Leave, Other Leaves and Vacation, please see Article 33.2 (iii)-(iv) in the <u>YUFA collective agreement</u>.

You will be entitled to vacation with pay for 15 business days per year, pro-rated for the period of the fellowship. Vacation credits are intended to be used in the contract year granted and unused vacation credits will not be carried forward from one contract year to a subsequent year. If a Holiday under Article 18.02 falls during your vacation, you will not be required to use a vacation credit for that Holiday. Vacation requests must be approved in advance by your supervisor. Requests should be submitted with as much advance notice as possible to allow for effective planning of work activities.

[FOR INTERNATIONAL POSTDOCTORAL FELLOWS:

Health Insurance

The University Health Insurance Plan (UHIP) is mandatory prior to eligibility for the Ontario Health Insurance Plan (OHIP), if applicable. Further details can be found on the <u>UHIP website</u>. You are responsible for the cost of UHIP coverage. For enrolment information for UHIP contact askpb@yorku.ca.

If applicable, please enrol for OHIP upon arriving in Ontario. For information refer to the <u>OHIP Help Sheet.</u>]

Position and Responsibilities

Your responsibilities are specified as follows. While you are based at York University, and supervised by [supervisor], you will be working on the project: [project title]. Your primary responsibilities in relation to the project will be: [state responsibilities].

These responsibilities may vary during the course of this appointment due to the nature of the project and definition of its goals. Any specified timelines for assigned activities will be expected to be met. Please note that no use of any York privileges, facilities or research infrastructure is permitted for any purpose other than that outlined here.

[Note: The section on responsibilities should indicate whether the PDV may be provided with teaching opportunities up to a maximum of 1.0 FCE per year, with payment for any assigned teaching responsibilities equivalent to the prevailing rate for instruction in the CUPE 3903 Unit 2 collective agreement as adjusted annually.]

Intellectual Property

Each Party shall retain all rights, title and interest in and to its intellectual property, including but not limited to the any material developed prior to the start date of PDV employment ("Pre- Existing Intellectual Property").

All knowledge, information, data, know-how, techniques, information technologies, infrastructures, inventions, improvements and/or discoveries which are conceived or developed by and/or reduced to practice ("Invented") during your employment as a Post- Doctoral Visitor, whether or not patentable, copyrightable or subject to trademark protection and in whatever form ("Inventions") shall be owned: [SELECT ONE OR MORE FROM a) b) or c) below]

- a) by the party who Invented it.
- b) by the faculty member and/or York University.

c) if Invented together by you and the faculty member and/or York University, jointly ("Joint IP"), with actual percentage of ownership to be negotiated in good faith between you and the faculty member and/or York University.

At all times, each Party will retain the right to use the Inventions for internal academic, research and educational purposes and shall retain the right to allow the use of the Inventions by other non-commercial organizations for their internal academic, research and educational purposes, provided such transfer in no way derogates from the patentability of this Invention. Each Party reserves the right to use its own Pre-Existing Intellectual Property for any purpose whatsoever, including commercial purposes, and nothing in this Agreement shall be interpreted as otherwise restricting those rights

Neither Party shall take action to commercially develop Joint IP without the written consent of the other Party. Commercialization includes, but is not limited to, IP option agreement(s), IP license agreement(s), IP assignment agreement(s), and shareholders agreement(s) for a new company to commercialize Joint IP.

You are encouraged to seek independent advice on intellectual property rights before agreeing to these terms.

Parking

You will need to pay for your own parking if you choose to drive to campus. The application procedure, form and maps are provided in the parking brochure available at the parking office and on the York University website.

Policies and Procedures

While you are employed as a Postdoctoral Visitor you are required to abide by the University policies and procedures available on the <u>York University website</u>.

Termination of the Award

The postdoctoral fellowship and your employment as a Postdoctoral Visitor may be terminated for cause, subject to the applicable provisions of the YUFA Collective Agreement.

York University is committed to working towards a barrier-free workplace and to expanding the accessibility of the workplace to persons with disabilities. Should you require accommodations for your new role, please notify me.

Please sign both copies of this letter below to indicate your acceptance and agreement and return one original signed copy to me.

I greatly look forward to your joining [FACULTY] and very much hope that your fellowship will be productive and enjoyable.

Sincerely,

<mark>[NAME]</mark> Dean/Principal York University

ACCEPTED AND AGREED:

Name of Postdoctoral Fellow

<mark>Date</mark>

cc Faculty Relations: <u>bisr590@yorku.ca</u> YUFA: <u>yufa@yorku.ca</u> K McIntyre: <u>kimmcint@yorku.ca</u> [<u>relocate@yorku.ca</u> for international postdocs others as appropriate]