

#### OFFICE OF THE VICE-PRESIDENT, ACADEMIC AND PROVOST

8888 University Drive, Burnaby, BC Canada V5A 1S6 TEL: 778.782.3925 FAX: 778.782.5876 vpacad@sfu.ca www.sfu.ca/vpacademic

MEMORANDUM

ATTENTION Senate

DATE

February 11, 2015

FROM

Jon Driver, Vice-President, Academic and

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Provost, and Chair, SCUP

RE:

Chair in Addictions Research at St. Paul's Hospital (SCUP 15-02)

At its February 4, 2015 meeting, SCUP reviewed and approved the Terms of Reference for the Chair in Addictions Research at St. Paul's Hospital.

SCUP reviewed the proposal for the naming of the Chair in Addictions Research at St. Paul's Hospital. The proposal is attached for the information of Senate.

#### Motion:

That Senate approve and recommend to the Board of Governors the Terms of Reference for the St. Paul's Hospital Chair in Addictions Research at St. Paul's Hospital. \*

c: J. O'Neil

J. Tong

<sup>\*</sup> the motion was revised at Senate, March 2, 2015.



#### MEMO

John O'Neil, Dean Faculty of Health Sciences

mailing address
Simon Fraser University
Blusson Hall 11300
8888 University Drive
Burnaby, BC
V5A 156

Tel 778.782.5361 Fax 778.782.5927

joneil@sfu.ca www.sfu.ca

TO:	Jon Driver, Vice-President, Academic
FROM:	John O'Neil, Dean, Faculty of Health Sciences
RE:	Chair/Professorship Naming
<b>C</b> :	Cathy Daminato, Vice-President, Advancement and Alumni Engagement Chris Arnet, Executive Director, Advancement

#### Background

The Endowment Fund with a \$1,500,000 pledged gift from *St Paul's Hospital Foundation* will create the *Chair in Addictions Research at St. Paul's Hospital*. The proposed Chair is consistent with the strategic direction of the Faculty of Health Sciences. This Chair will support the Faculty's focus on addictions prevention and health policy in B.C. and beyond and will establish SFU as a leader in research and knowledge transfer in relation to addictions.

In recognition of St Paul's Hospital Foundation's contribution, we propose the creation of the Chair in Addictions Research at St. Paul's Hospital. This has been approved by the appropriate Dean, Vice-Presidents and President as indicated in the attached document.

I request that you submit the proposed the *Chair in Addictions Research at St. Paul's Hospital* to SCUP for consultation regarding the naming, and put forward the following motion to SCUP:

#### Motion:

That SCUP approve and recommend to Senate the Terms of Reference for Chair in Addictions Research at St. Paul's Hospital.

Thank you.

Attached: Named Recognition Authorization- Chairs and Professorships form Terms of Reference for Chair/Professorship



#### 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: St. Paul's Hospital Foundation (SPHF)

Gift Details: SPHF has committed \$1,500,000 to create a Chair that will support the Faculty of Health Sciences' focus on addictions prevention and health policy in BC and beyond, establishing SFU as a leader in research and knowledge transfer in relation to addictions.

**Proposed Named Recognition Details:** In recognition of this gift, SFU will name the Chair in Addictions Research at St. Paul's Hospital.

#### Presidential, Vice-Presidential and Dean Approval:

Senate consultation held during

I hereby approve the official naming of the Chair in Addictions Research at St. Paul's Hospital.

session.

Andrew Petter President and Vice-Chancellor	Jon Driver Vice-President, Academic
January 16.2015 Date	Date Jam 2015
Cathy Daminato Vice-President, Advancement and Alumni Engagement	John O'Neil Dean, Faculty of Health Sciences
January 15, 2015 Date	Jana 14/15 Date
Senate Committee on University Prioriti	es (SCUP) consultation held during



Inspired care.

helpstpauls.com

January 16, 2015

Dr. John O'Neil, Dean, Faculty of Health Sciences Simon Fraser University Room 1020 Blusson Hall 8888 University Drive Burnaby, BC V5A 1S6

Dear Dr. O'Neil:

RE: St. Paul's Hospital Chair in Addictions Research

St. Paul's Hospital Foundation is pleased to confirm a financial commitment of \$1,500,000 to establish an endowment fund to support the Chair in Addictions Research in the Faculty of Health Sciences at Simon Fraser University.

The St. Paul's Hospital Chair in Addictions Research would be funded by St. Paul's Hospital Foundation in partnership with the Faculty of Health Sciences at Simon Fraser University, and Providence Health Care Society. The financial commitment would be funded through annual pledge payments of \$300,000 over a period of five (5) years with payments commencing one year from the effective date of the agreement.

The St. Paul's Hospital Foundation capital contribution will be held by Simon Fraser University in an endowment fund in perpetuity. The interest on the endowment will be used primarily for the salary and benefits of the Chair, and secondarily for the research, conferences, scholarly activity, travel and other like expenses. Any unused portion of the endowment fund's annual income may be recapitalized as governed by Simon Fraser University's finance policy at the discretion of the Dean of the Faculty of Health Sciences in consultation with the Vice-President Academic.

The Faculty of Health Sciences at Simon Fraser University will supplement the available interest from the endowment to an amount sufficient to fund the salary and benefits of a tenure track Associate Professor or Professor position as defined by the current university faculty guidelines. The university will provide funds sufficient to recruit and fund the Chair in advance of all pledge payments having been received from St. Paul's. This gift arrangement will be reviewed every five years to ensure that



Inspired care.

the annual amount of the university funds is still appropriate. In the event of changes which make this amount inappropriate, the St. Paul's Hospital Foundation and the Simon Fraser University will agree on a new amount for the university contribution.

The Chair in Addictions Research at St. Paul's Hospital would enhance the quality of research conducted in addictions prevention and health policy in B.C. and establish Simon Fraser University and St. Paul's Hospital as leaders in the field.

The objectives of the chair would be:

- to take an active leadership role locally, provincially, nationally and internationally that advances the understanding of the strategies to develop a program of excellence in addictions prevention and health policy;
- research into critical health policy and interventions related to addictions prevention and control at the population level;
- addictions epidemiology and database development as it pertains to increasing research infrastructure and capacity in BC and beyond;
- research into the global reach of addictions, targeting low and middle income countries;
- provide mentorship and training to University undergraduate, graduate and post-graduate trainees in the area of addictions prevention and health policy;
- to support and advance the goals of the addictions and health policy at the University and St. Paul's Hospital.

The endowment fund would be held by Simon Fraser University and managed in accordance with the university's Endowment Management Policy (Policy GP20. The fund would administered by the Vice-President, Academic, or designate. Further contributions to the fund may be made through Simon Fraser University from any other source or may add to the capital of the fund, provided the terms and conditions of any donation or capital contribution are in agreement with to the governing Terms of Reference.

The full agreement between parties is represented in the St. Paul's Hospital Chair in Addictions Research gift agreement, draft dated January 16, 2015, is attached. This financial commitment is pending the finalized fully executed gift agreement.



Inspired care.

St. Paul's Hospital faculty and staff are actively engaged in innovative, leading-edge research, and education in Addictions Medicine. Together St. Paul's Hospital and Simon Fraser University aim to create knowledge that would establish both as leaders, locally, nationally, and internationally in addictions prevention and health policy.

St. Paul's Hospital Foundation is proud of the long history of collaboration between our two organizations and we look forward to working together to establish the St. Paul's Hospital Chair in Addictions Research at Simon Fraser University.

I trust this Letter of Intent meets the legal requirements to proceed with the agreement to move forward with internal approvals to establish the chair.

Should you have any questions or require further information, please do not hesitate to contact me.

Yours since ely

Dick Vollet

President and CEO

St. Paul's Hospital Foundation

T: 604-806-8911 (direct)

E: dvollet@providencehealth.bc.ca

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#### ST. PAUL'S HOSPITAL CHAIR IN ADDICTION RESEARCH GIFT AGREEMENT AND TERMS OF REFERENCE

THIS AGREEMENT (the "Agreement") is made effective the day of \_\_\_\_\_\_\_, 2015 (the "Effective Date")

#### BETWEEN:

St. Paul's Hospital Foundation of Vancouver

178 - 1081 Burrard Street Vancouver, BC V6Z 1Y6

imartins@providencehealth.bc.ca

fax: 604-806-8326 (the "Foundation")

#### AND:

Providence Health Care Society 1190 Hornby Street, Suite 400 Vancouver, BC V6Z 2K5

rsindelar@providencehealth.bc.ca

fax: 604-806-8568

("PHC")

#### AND:

Simon Fraser University Strand Hall 2118 8888 University Drive Burnaby, BC V5A 1S6

joneil@sfu.ca fax: 778-782-5927 (the "University")

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

#### WHEREAS:

- A. The Foundation is a registered charity under the Income Tax Act (Canada) with business number 11925 7939 RR001.
- B. The University is a registered charity under the Income Tax Act (Canada) with business number 11852 0725 RR0001.
- C. PHC is the owner and the administrator of St. Paul's Hospital ("St. Paul's") in Vancouver, British Columbia.



- D. The University establishes and awards chairs to prominent faculty members to recognize academic accomplishments.
- E. The Foundation wishes to demonstrate its support to the University by establishing an endowment fund (the "Endowment") in the Faculty of Health Sciences subject to the University's Endowment Management (Policy GP20) that supports research and education in addiction prevention, treatment and health policy.
- F. The Parties wish to enter into this Agreement to confirm the objectives of the academic position, the funding arrangements and each of the Parties' responsibilities.

#### The Parties agree as follows:

#### 1. CREATION AND NAMING OF CHAIR:

- 1.1. In accordance with the wishes of the Foundation and subject to all required internal approvals from the University, the University will establish a chair to support research and education in addiction prevention, treatment and health policy in the Faculty of Health Sciences (the "Chair").
- 1.2. The Chair will be named the "St. Paul's Hospital Chair in Addiction Research" unless named otherwise according to the Donor Recognition section of this Agreement (Section 10) and subject always to the University's naming policy (Policy GP35), as amended from time to time. The name may later be amended to include the name of a donor or donors to the Chair, at the reasonable discretion of the University.

#### 2. FUNDING:

- 2.1 The Chair will be funded by the Foundation and the University.
- 2.2 The Foundation will contribute a total of \$1,500,000 (the "Foundation Funds") as outlined in Schedule A for the benefit of the Chair.
  - 2.2.1 The University will submit invoices to the Foundation once a year, commencing twelve months from the Effective Date, provided that the Chair is occupied or commencing on the date the Chair is occupied, whichever date is the latest. The Foundation will pay to the University \$300,000 within 30 days of receipt of invoice, up to the amount shown in Schedule A as the maximum annual amount payable for the applicable year of the Agreement ("Annual Installments"). Invoices will be directed to:



Chief Financial Officer St. Paul's Hospital Foundation # 178 - 1081 Burrard Street Vancouver, BC V6Z 1Y6

- 2.2.2 The Foundation's financial obligation to the University under this Agreement is a maximum of \$1,500,000 and the Foundation is not required to pay to the University any funds greater than the maximum amount. If the Chair is vacant for a period of time before the Foundation completes paying their total contribution as outlined in Schedule A, the obligations of the Foundation under Section 2.2.1 will be temporarily suspended until a holder or new holder is awarded the Chair. The University acknowledges and agrees that the Foundation's financial obligation to the University is not tied to the overall performance of the Endowment's investments.
- 2.2.3 The Foundation Funds are to be held by the University and kept invested to support the Chair. The income (the "Income") so earned will provide a source of funding for the Chair. The Endowment will be administered by the Vice President, Academic at the University pursuant to the Terms of Reference between the Foundation and the University (the "Terms of Reference") attached as "Schedule B."
- 2.2.4 The Faculty of Health Sciences at the University will each year supplement the available interest from the endowment (the "University Funds") to an amount sufficient to fund the prevailing salary and benefits for a tenure track Associate Professor or Professor up to a maximum of \$150,000 as an initial salary as defined by the current University faculty guidelines and as illustrated in Schedule A. The university will provide funds sufficient to recruit and fund the Chair in advance of all pledge payments having been received from St. Paul's.
- 2.2.5 This gift agreement will be reviewed every five (5) years to ensure that the annual amount of the University Funds is still appropriate. In the event of changes which make this amount inappropriate, the Foundation and the University will agree on a new amount for the University Funds.
- 2.2.6 Together the Income and the University Funds comprise the "Total Funds".

#### 3. USE OF FUNDS:

3.1. The Foundation Funds will be used to support the Chair, and without restricting the generality of the foregoing, the Income may be used primarily for salary and benefits and secondarily for research, conferences, scholarly activity, travel and



other like expenses.

3.2. Any unused portion of the Total Funds may be recapitalized as governed by University Endowment Management Policy (Policy GP20), at the discretion of the Dean of the Faculty of Health Sciences in consultation with the Vice-President, Academic.

#### 4. SCOPE AND OBJECTIVES OF CHAIR:

- 4.1. The primary focus of the Chair is research and education in addiction prevention, treatment and health policy.
- 4.2. The objectives (the "Objectives") of the Chair are:
  - 4.2.1 to take an active leadership and advocacy role locally, provincially, nationally and internationally that advances the understanding of the strategies to develop a program of excellence in addiction prevention, treatment and health policy;
  - 4.2.2 research into critical health policy and interventions related to addiction prevention, treatment and control at the population level;
  - 4.2.3 addiction epidemiology, randomized trials and database development as it pertains to increasing research infrastructure and capacity in BC and beyond;
  - 4.2.4 to provide mentorship and training to University undergraduate, graduate and post-graduate trainees in the area of addiction prevention, treatment and health policy; and
  - 4.2.5 to support and advance the goals of the addiction prevention, treatment and health policy at St. Paul's and the University.

#### 5. ELIGIBILTY:

- 5.1. To be eligible for consideration, a candidate must: (i) hold an M.D. degree and/ or a Ph.D. degree; (ii) be eligible to hold a tenured or tenure-track faculty appointment at the University; and (iii) have attained or have the potential to attain national recognition as a leader in the area of addiction research.
- 5.2. The Chair will be appointed in accordance with University Policy A10.01 Academic Appointments and A10.06: Appointment of Specially Funded University Chairs, University Professors and Research Fellows. The Chair will hold a tenure track academic appointment at the rank of Associate Professor or Professor in the Faculty of Health Sciences at the University. The workload of the Chair will be modified to reflect the financial commitment to the salary from the Endowment. Once the Endowment is fully funded, 75% of the Chair's time



will be spent on research and teaching responsibilities will include 1.5 courses per year and supervision of graduate and undergraduate students as appropriate.

#### 6. SELECTION AND REVIEW PROCESS:

- 6.1. The selection committee (the "Selection Committee") for the Chair will be struck according to University policy. 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. The Selection Committee will consult with the advisory committee (as outlined in Section 6.2) on the search.
- 6.2. The Faculty of Health Sciences will strike the advisory committee (the "Advisory Committee") consisting of the Dean, or delegate, at least two other representatives from the University; the Vice-President of Research and Academic Affairs, PHC, and at least two other St. Paul's representatives. The Advisory Committee shall be chaired by the Dean (or delegate) of the Faculty of Health Sciences at the University and shall meet at least once a year to review the Chair's activities and achievements. None of the members of the Advisory Committee shall be remunerated from Total Funds.
- 6.3. The University shall undertake a review of the activities carried out under the auspices of the Chair at intervals of no more than every five (5) years.

#### 7. LOCATION:

- 7.1 The holder of the Chair will be co-located at the University and St. Paul's for the duration of the term unless the Parties, in consultation with 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, St. Paul's will:
  - 7.1.1 provide the holder of the Chair with suitable office space at no charge (the "Office");
  - 7.1.2 give the holder of the Chair access to any existing equipment at St. Paul's necessary to advance and promote the research funded by the Chair (the "**Equipment**");
  - 7.1.3 offer use of the Equipment to the holder of the Chair at no charge; and
  - 7.1.4 following standard PHC budget and capital process, assume responsibility for the capital and operating costs of the Office and the Equipment for the term of the Chair.
  - 7.1.5 In recognition of the potential benefits that the Chair's research may bring to the University, the University will assume responsibility for the capital



and operating costs of the Office at the University for the term of the Chair.

#### 8. AWARD PERIOD OF THE CHAIR:

8.1. The term of appointment for the Chair (the "Award Period"), will be a five-year renewable term, subject to continued funding and a successful review of the Chair's research and performance relative to Objectives. A review of the Chair's research will be conducted by the Advisory Committee in the fourth year of the Chair's Award Period in accordance with University Policy A10.06.

#### 9. REPORTING:

- 9.1. The holder of the Chair will provide the University with the following reports:
  - 9.1.1. by the end of the first year of the each five (5) year term, a detailed plan for achieving the Objectives of the Chair; and
  - 9.1.2. an annual written report summarizing the Chair's activities and achievements.
- 9.2. The Foundation may request non-technical reports that are meaningful to a non-academic audience, such as donors.
- 9.3. The University will share the reports with the Foundation.
- 9.4. The University shall ensure that the duties to report are included in the terms and conditions for the holder of the Chair.

#### 10. DONOR RECOGNITION:

- 10.1. The University will not publicly announce the establishment and selection of the Chair until the Foundation forwards written approval. The announcement will be coordinated between the University and the Foundation, with the timing of the announcement to be determined by the Foundation.
- 10.2. The University will provide the Foundation with appropriate public recognition for its support of the Chair and the holder of the Chair will participate, as appropriate, in this recognition; and
- 10.3. The holder of the Chair will identify him/herself as the "St. Paul's Hospital Chair in Addiction Research" in all research papers, publications, conference presentations, speaking engagements and elsewhere as appropriate. Similarly, the Foundation will identify the holder of the Chair as the "St. Paul's Hospital Chair in Addiction Research" as appropriate. If the name is later amended, these references will be changed accordingly.



#### 11. INTELLECTUAL PROPERTY:

11.1. The University and the holder of the Chair will own all research results, including all information, data, and any intellectual property in those results, in accordance with the University's Intellectual Property Policy (Policy R30.03).

#### 12. TERMINATION:

- 12.1. If the holder of the Chair leaves his/her academic appointment or the Chair mid-term this Agreement remains in effect and a search for a new Chair will be initiated forthwith. The University will notify the Foundation upon such vacancy within four (4) weeks of receiving the Chair and/or the University's termination/resignation notice.
- 12.2. During the period that the Chair remains vacant, the University will suspend annual invoices to the Foundation.
- 12.3. If the Chair remains vacant for more than 24 months, the Foundation may terminate this Agreement upon three months written notice to the University. In such an event, the Foundation's liability to pay future Annual Installments will cease.
- 12.4. Otherwise, the Foundation, PHC or the University may terminate this Agreement upon one (1) year written notice to the other of them.

#### 13. AMENDMENT:

13.1. The foregoing terms and conditions may be amended any time by an amending agreement, in writing, made amongst the Parties.

#### 14. GENERAL:

- 14.1. This Agreement is not assignable without the prior written consent of the other Parties.
- 14.2. This Agreement 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.
- 14.3. 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.
- 14.4. Any notice required or permitted under this Agreement must be in writing and may be given by personal delivery, overnight courier, mail or facsimile or



electronic transmission to the Party at the address set out on the first page of this Agreement. 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.

- 14.5. This Agreement is binding on and benefits the Parties and their respective successors and permitted assigns.
- 14.6. 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 there from.
- 14.7. This Agreement may be executed in counterparts and delivered by electronic transmission

In agreement:

(The rest of this page is deliberately left blank)



## St. Paul's Hospital Foundation by its Authorized Signatories:

Dick Vollet
President and Chief Executive Officer
St. Paul's Hospital Foundation

Aan 26, 2015

Date

FAN 23/2015

Ivone Martins

Chief Development Officer St. Paul's Hospital Foundation

Providence Health Care Society by its Authorized Signatory:

David Byres

VP Acute Clinical Programs
Providence Health Care

Date

VP Research and Academic Affairs,

Providence Health Care

Dr. Robert Sindelar

President, Providence Health Care Research Institute



Simon Fraser University by its Authorized Signatories:

Jonathan Driver

Vice-President, Academic and Provost

Simon Fraser University

January 26 2015 Date Vice-President, Advancement and Alumni Engagement

Simon Fraser University



#### "SCHEDULE A"

### ST. PAUL'S HOSPITAL CHAIR IN ADDICTION RESEARCH **CONTRIBUTION TABLE**

Year	SPHF Annual Contribution	Endowment Balance 1	Annual University Endowment Spending Rate 2	Annual Endowment Interest Available	University Annual Contribution 3	Total Annual Funds Available
2015	\$300,000	\$ 300,000	4.5%	\$13,500	\$136,500	\$150,000
2016	\$300,000	\$ 600,000	4.5%	\$27,000	\$123,000	\$150,000
2017	\$300,000	\$ 900,000	4.5%	\$40,500	\$109,500	\$150,000
2018	\$300,000	\$ 200,000	4.5%	\$54,000	\$ 96,000	\$150,000
2019	\$300,000	\$1,500,000	4.5%	\$67,500	\$ 82,500	\$150,000
2020		\$1,500,000	4.5%	\$67,500	\$ 82,500	\$150,000
2021		\$1,500,000	4.5%	\$67,500	\$ 82,500	\$150,000
2022		\$1,500,000	4.5%	\$67,500	\$ 82,500	\$150,000
2023		\$1,500,000	4.5%	\$67,500	\$ 82,500	\$150,000
2024		\$1,500,000	4.5%	\$67,500	\$ 82,500	\$150,000

<sup>1</sup> Endowment Fund Balance may be increased by other donations, CPI adjustments or fund recapitalization

 <sup>2</sup> Annual University Endowment Spending Rate as at 2015 and subject to change
 3 Annual University Contribution does not end in year 10



#### "SCHEDULE B"

# ST. PAUL'S HOSPITAL CHAIR IN ADDICTION RESEARCH TERMS OF REFERENCE

(Please see next page)



## ST. PAUL'S HOSPITAL CHAIR IN ADDICTION RESEARCH ENDOWMENT FUND

#### TERMS OF REFERENCE

#### 1. Name of the Fund

This Endowment Fund will be known as the St. Paul's Hospital Chair in Addiction Research Endowment Fund (the "Fund").

#### 2. Purpose of the Fund

The Fund is established by Simon Fraser University (the "University") as an endowment with the intent that the capital will be held and kept invested in accordance with these Terms of Reference and the income will be used to support a chair in addiction prevention and health policy research (the "Chair") at the University and St. Paul's Hospital.

#### 3. Funding

The initial contribution to the Fund is the first payment of \$300,000 on a pledge of \$1,500,000 from St. Paul's Hospital Foundation. The fund is expected to reach \$1,500,000 by 2019.

#### 4. Use of Income

Without restricting the authority of the University to use the income of the Fund in any manner it decides in support of the purpose set out in paragraph 2 of these Terms of Reference, the University may:

- (a) use income to pay salary, benefits, research costs, secretarial, travel and other like expenses relevant for the holder of the Chair;
- (c) invest, in accordance with paragraph 4 of these Terms of Reference, any income that is not for the time being used either so that invested income retains the status of income or so that invested income is added to the capital of the Fund in order to preserve the real capital value of the Fund, or both, in whatever combination the University decides.

#### 5. Fund Administration and Use of Capital

The Fund will be administered by the Vice-President, Academic. SFU will manage and invest the Fund in accordance with its Endowment Management Policy (GP20), which may be amended from time to time:

(a) may accept further contributions, from any other source, whether by gift, Will or otherwise, or may otherwise add to the capital of the Fund, provided that the terms and conditions of any donation or addition to the capital of the Fund conform to these Terms of Reference.



#### 6. University Policy

Decisions on the appointment of the holder of the Chair and on his or her continuing state of employment at the University, and decisions on the administration, financial and otherwise, of the Fund will be made in accordance with the policies of the University as they may be amended from time to time.

#### 7. Variation of Terms

If, in the opinion of the University, the operation of the Fund becomes impossible or impractical or is not achieving its purpose in a satisfactory manner, the University may vary these Terms of Reference if that variation is recommended by the President to the Board of Governors and is approved by the Board of Governors. For greater certainty, and without limiting the generality of the foregoing, such variation may include: the name of the Chair; and the purpose and terms of use of the Fund as long as the variation is in keeping with the original spirit and general intent of the Fund. The University will make reasonable efforts to seek the advice of St. Paul's Hospital Foundation, in writing, regarding any variation of these Terms of Reference.