UNIVERSITY COUNCIL
Joint Committee on Chairs and Professorships
REQUEST FOR DECISION

PRESENTED BY: Jim Basinger,
Interim Vice-Provost, Faculty Relations
and Chair, Joint Committee on Chairs and Professorships

DATE OF MEETING: February 20th, 2019

SUBJECT: Jean E. Murray Chair in Cancer Research

DECISION REQUESTED: It is recommended:

It is recommended that Council approve the Jean E. Murray Chair in Cancer Research and recommend to the Board of Governors that the Board authorize the establishment of this chair.

PURPOSE:
The purpose of the Jean E. Murray Chair in Cancer Research is to recognize research excellence in cancer research and strengthen the partnership between the College of Medicine and the Saskatchewan Cancer Agency.

CONTEXT AND BACKGROUND:
The Jean E. Murray Chair in Cancer Research will conduct high quality, competitive research, will leverage additional provincial, national, and international funding to further expand and grow the incumbent’s program of cancer research, and will provide strong leadership and mentorship for trainees and colleagues. Additionally, the Jean E. Murray Chair will be compatible with the purpose of the Saskatchewan Cancer Agency, to work towards a healthy population free from cancer.

CONSULTATION:
The proposal for the Jean E. Murray Chair in Cancer Research was developed in consultation with the Saskatchewan Cancer Agency, University Relations, and the Vice-Dean of Research, College of Medicine. The establishment of this Enhancement Chair is recommended for approval by the Joint Committee on Chairs and Professorships (JCCP).
SUMMARY:

The University of Saskatchewan is committed to building and advancing the research capacity of the College of Medicine. Additionally, cancer research is one of the top research priorities for the College of Medicine, as exemplified by the recently awarded Tier 2 Canada Research Chair in Cancer Genomics and Systems Biology with the home department in Biochemistry, Microbiology, and Immunology. Therefore, the Jean E. Murray Chair in Cancer Research will further advance research excellence at the University of Saskatchewan and stimulate the research output of the Saskatchewan Cancer Agency.

ATTACHMENTS:

Terms of Reference
Partnership Agreement
Term of Reference

Purpose of the Chair
The purpose of The Jean E. Murray Chair in Cancer Research is to recognize research excellence in cancer research at the University of Saskatchewan and the Saskatchewan Cancer Agency. The Jean E. Murray Chair will be a researcher whose primary purpose is to carry out cancer research to advance our understanding of the causes and possible new therapies for cancer. This Chair would offer the opportunity for closer links and collaborations between the Saskatchewan Cancer Agency, the Saskatchewan Health Authority, and the College of Medicine. The partnership will also highlight the value of cancer research in health care by engaging key stakeholders in cancer research.

Objectives of the Chair
The Jean E. Murray Chair in Cancer Research will be expected to be a key participant within the College of Medicine’s overall research program and forge stronger, closer collaborative links between the Saskatchewan Cancer Agency, and the College of Medicine. The Chair will conduct high quality, competitive research; leverage additional provincial, national, and international funding to further expand and grow the incumbent’s program of cancer research; and provide strong leadership and training for trainees and colleagues. Additionally, the Jean E. Murray Chair must be compatible with the purpose of the Saskatchewan Cancer Agency; to work towards a healthy population free from cancer.

Tenability of the Chair
The Jean E. Murray Chair in Cancer Research will be held for a five year term and have an academic home in the Division of Oncology, College of Medicine. The Jean E. Murray Chair would likely be cross-appointed as an associate member in one of the new Biomedical Departments (either Biochemistry, Microbiology, & Immunology or Anatomy, Physiology, and Pharmacology). This position would be fully paid from the Murray Medical and Cancer Trust for the first five years of their appointment. The Murray Medical and Cancer Trust could also be used to provide the successful candidate with a competitive start-up package.

Term of the Chair
The anticipated start date of the Chair is Jan 2, 2020. The term of the chair will be five years (2020–2024) with a mid-term review of the incumbent’s progress. At the end of the five years, the researcher would
remain a Saskatchewan Cancer Agency (SCA) Research Scientist a permanent position with the SCA, with ongoing financial support from the SCA, and would progress through the promotion system, either before or after this transition, depending upon readiness.

Use of Funds

The Chair will be expected to engage in all types of research activities related to the candidate’s program of cancer research, consistent with the strategic priorities of the College of Medicine and University of Saskatchewan and the Saskatchewan Cancer Agency, including, but not limited to,

- Conducting interdisciplinary cancer research
- Securing national grant funds to support their research program
- Publishing academic articles in high impact academic journals and generating other important, impactful documents relevant to the non-academic stakeholders and audiences (e.g., technical reports, policy documents, etc.)
- Disseminating findings to academic and community stakeholders (e.g., conferences, symposia, public lectures, interviews, social media, etc.)
- Supervising students and/or trainees
- Building partnerships and collaborations with academic and non-academic partners/stakeholders

Designation of Selection Committee:

As designated by the Dean, College of Medicine, the selection committee includes, but is not limited to:

- Dean, College of Medicine (or designate)
- Head of Division of Oncology, College of Medicine (or designate)
- Cancer Cluster Lead, College of Medicine
- 2 or more current Saskatchewan Cancer Agency Research Scientists

I hereby acknowledge the above terms are acceptable and are in keeping with the intent of the Murray Medical and Cancer Trust.

_______________________________________________
Jim Bassinger, Vice Provost Faculty Relations
Date

_______________________________________________
Preston Smith, Dean College of Medicine
Date

_______________________________________________
Marek Radomski, Vice Dean Research
Date

_______________________________________________
(TBD), Saskatchewan Cancer Agency
Date
Approved and accepted on behalf of the Board of Governors of the University of Saskatchewan.

Debra Pozega-Osburn, Vice President University Relations       Date
RESEARCH CHAIR FUNDING AGREEMENT

THIS RESEARCH FUNDING AGREEMENT made as of the ___ day of _____, 2019 (the “Effective Date”),

BETWEEN

SAKATCHEWAN CANCER AGENCY
a not-for-profit body corporate pursuant to
The Cancer Agency Act (Saskatchewan)
having its head office at
Suite 200 – 4545 Parliament Avenue
Regina, Saskatchewan S4W 0G3
(hereinafter, the “Agency”)

AND

COLLEGE OF MEDICINE
of the University of Saskatchewan,
a body corporate pursuant to
The University of Saskatchewan Act, 1995 (Saskatchewan)
having an office at 107 Administration Place
Saskatoon, Saskatchewan S7N 5A2
(hereinafter, the “College”)

WHEREAS the Agency and the College have a joint interest in increasing opportunities and capacity in the field of cancer research;

AND WHEREAS the College assists in the administration of the Dr. Jean E. Murray Medical and Cancer Trust (the “Murray Trust”) a trust fund restricted to the support of cancer research in Saskatchewan;

AND WHEREAS the College has and the Agency propose to utilize funds from the Murray Trust to establish a new research position, being the Jean E. Murray Chair in Cancer Research, the incumbent for which will be an employee of the Agency;

AND WHEREAS the College and the Agency wish to set out the terms associated with their respective responsibilities;

THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties hereto agree as follows:
1. SCHEDULES

1.1 The following schedules are attached to, and are integrally incorporated into, this Agreement:

(a) Schedule “A” – Jean E. Murray Chair in Cancer Research Terms of Reference;
(b) Schedule “B” – Budget

1.2 Where there is any conflict or inconsistency between a Schedule and the terms of the body of this Agreement, the Body of the Agreement will prevail.

2. DEFINITIONS

Wherever used in this Agreement, unless the context otherwise requires, the following words and terms shall have the respective meanings ascribed to them as follows:

“Agreement” means this agreement, including the Schedules attached thereto;

“Budget” means the payments to be made by the College to the Agency in accordance with this Agreement, as set out in Schedule “B”

“Chair” means the person selected to fill the Position the Jean E. Murray Chair in Cancer Research

Confidential Information” means, subject to section 6.4 herein, any information or data relating to the business and affairs of the Agency, and of its respective employees, agents and clients, and shall include all Agency software and all copies and summaries made of, or excerpts or extracts from, the Confidential Information;

“Fiscal Year” means a twelve (12) month period commencing on 1 April of any year and ending on 31 March of the next succeeding year;

“Party” means either the Agency or the College and “Parties” means both of them collectively;

“Position” means the Jean E. Murray Chair in Cancer Research

“Selection Committee” means the selection committee described in Schedule “A”.

3. JEAN E. MURRAY CHAIR IN CANCER RESEARCH

3.1 The Parties agree that the Jean E. Murray Chair in Cancer Research will be established, and that the Terms of Reference for that position are those set out in Schedule “A”.
3.2 The Parties will create a Selection Committee comprised of officials set out in Schedule “A”. The Selection Committee will conduct the competition, review all applications and recommend to the Parties the person to be selected as the Chair.

3.3 The person to be appointed as the Chair:

(a) will, subject to the terms of this Agreement, hold the position of Chair for a term of 5 years;
(b) will be an employee of the Agency, subject to the Agency’s terms of employment throughout his or her tenure and report to the Director of Research of the Agency;
(c) will have an academic appointment in the Division of Oncology of the College; and,
(d) will have cross appointments as necessary and appropriate to other medical research departments in the College.

3.4 Provided that the Chair remains in the position, the College agrees to provide funding to the Chair directly, or to the Agency for the purposes of defraying the costs associated with the position in the amounts and at the times specified in the Budget. The Parties agree that the Budget sets their anticipated yearly salary, benefit, and professional costs for the Position, and that these amounts will be adjusted to fit the circumstances of the person chosen as the Chair.

4. TERM AND TERMINATION

4.1 The term of this Agreement (the “Term”) shall commence on the Effective Date and shall remain in effect for five (5) years following the effective date of the appointment of the Chair, unless otherwise agreed to be terminated earlier by the parties.

5. CONFIDENTIALITY AND PRIVACY

5.1 The Parties may be required, from time to time, to share confidential information in order to administer this Agreement. The Parties agree that, subject to applicable laws, they will:

(a) hold all Confidential Information in the strictest confidence;
(b) use Confidential Information solely for the purpose of fulfilling obligations under this Agreement;
(c) not disclose any Confidential Information to any third party; and
(d) return all Confidential Information of the other Party when requested, when it is no longer required for the purpose of fulfilling its obligations under this Agreement.

5.2 The parties agree to establish and maintain all facilities and procedures as might be necessary in order to ensure the safekeeping of all Confidential Information in its possession and to ensure the Confidential Information is protected from any unauthorised access, disclosure, use, alteration, loss or destruction.

5.3 Confidential Information shall not include:

(a) information in the possession of a Party which is otherwise in the public domain through no action of that Party;

(b) information which is acquired by a Party from any person other than the other Party without any obligation of confidentiality; and

(c) information which is known by, or was independently developed by a Party prior to the Effective Date.

5.4 In the event that a Party an unauthorised disclosure or use of Confidential Information of the other Party, or otherwise deals with Confidential Information in a manner which violates this Agreement, that Party shall immediately notify the other Party of the disclosure or dealing and shall take all reasonable steps, at its own expense, as might be necessary to minimise the adverse impact on the other Party and on any third parties, and to prevent any further disclosure or dealing of Confidential Information.

5.5 The Article 8 shall survive the expiration or termination of this Agreement.

6. OTHER PROVISIONS

6.1 Amendments: This Agreement may be amended only by a written instrument clearly identified as an amending agreement and duly executed in writing by the Parties hereto.

6.2 Notices: Any notice or other communication required or contemplated by this Agreement shall be in writing and will be effective if delivered by hand to an authorised representative of the other Party, or if sent by registered mail, or if sent by facsimile transmission to the other Party at the address of such other Party as set out below.

(a) If to the Agency:

Saskatchewan Cancer Agency
Suite 200, 4545 Parliament Avenue
Regina, Saskatchewan S4W 0G3
Att: Vice-President, Corporate Services
Facsimile: (639) 625-2191

with a copy to:

Saskatchewan Cancer Agency
Room 4D30.2
107 Wiggins Road
Saskatoon, Saskatchewan S7N 5E5

Att: Dr. Deborah Anderson
Director of Research

Business: (306) 966-7038
Facsimile: (306) 966-7047

(b) If to the College:

College of Medicine
University of Saskatchewan
Room 2D01 – 107 Wiggins Road
Saskatoon, Saskatchewan S7N 5E5

Att: 

Business: Facsimile:

The address of either Party may be changed by notice in the manner as set out in this section 6.1. Any notice, request, direction or other communication shall be deemed to have been given:

(a) if by hand delivery, on the date of delivery;

(b) if by registered mail, two (2) Business Days after the sending thereof; or

(c) if by facsimile transmission, the next Business Day following the date of transmission.

6.3 Entire Agreement: This Agreement, including the Schedules hereto, constitutes the entire Agreement between the Parties in respect of the subject matter hereof and supersedes all prior agreements, prior draft versions of this Agreement, and negotiations or proposals, written or verbal, relating to the Services. There are no undertakings, representations or promises, express or implied, other than those expressly contained in this Agreement. In the event of any conflict or inconsistency between the Schedules hereto and the rest of this Agreement, the provisions of the rest of this Agreement shall prevail.
6.4 Assignment: Neither this Agreement, nor any rights or obligations hereunder, may be assigned in any manner by a Party without the express prior written consent of the other Party.

6.5 Waiver: No waiver of any rights under this Agreement shall be effective unless it is in writing and duly executed by the Party waiving its rights and no waiver shall be deemed a waiver of any prior or subsequent default hereunder unless specifically stated so in the written waiver.

6.6 Severability: If any provision (including any paragraph, sentence or part of a sentence) of this Agreement is or becomes illegal, invalid or unenforceable, it shall be considered separate and severable from this Agreement and the remaining provisions shall remain in force and be binding upon the Parties as though such illegal, invalid or unenforceable provision had not been included.

6.7 Time of the Essence: Time shall be of the essence of this Agreement.

6.8 Currency: Unless expressly stated otherwise, all monetary amounts described in this Agreement are in the lawful currency of Canada and all payment by either Party to the other shall be made in Canadian dollars and cents.

6.9 Successors and Assigns: This Agreement shall be binding upon and enure to the benefit of both Parties and their respective legal successors and assigns, as permitted by this Agreement.

6.10 Further Assurances: The Parties agree to do, execute and deliver, or cause to be done, executed and delivered, all such further assignments, documents, instruments, transfers, acts, deeds, matters, assurances and other things as, from time to time, might be reasonably necessary or desirable to give effect to this Agreement and the obligations of the Parties hereunder.

IN WITNESS WHEREOF the Parties, by their properly authorised representatives, have duly executed this Agreement as of the Effective Date.

SASKATCHEWAN CANCER AGENCY

Per: __________________________________________
[Name]
>Title

Date: __________________________________________
Jean E. Murray Chair in Cancer Research (2019)

Terms of Reference

Purpose of the Chair
The purpose of The Jean E. Murray Chair in Cancer Research is to recognize research excellence in cancer research at the University of Saskatchewan and the Saskatchewan Cancer Agency. The Jean E. Murray Chair will be a researcher whose primary purpose is to carry out cancer research to advance our understanding of the causes and possible new therapies for cancer. This Chair would offer the opportunity for closer links and collaborations between the Saskatchewan Cancer Agency, the Saskatchewan Health Authority, and the College of Medicine. The partnership will also highlight the value of cancer research in health care by engaging key stakeholders in cancer research.

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Tenability of the Chair
The Jean E. Murray Chair in Cancer Research will be held for a five year term and have an academic home in the Division of Oncology, College of Medicine, and be an employee of the Saskatoon Cancer Agency, as are all SCA Research Scientists. The Jean E. Murray Chair would likely be cross-appointed as an associate member in one of the new Biomedical Departments (either Biochemistry, Microbiology, & Immunology or Anatomy, Physiology, and Pharmacology). This position would be fully paid from the Murray Medical and Cancer Trust for the first five years.
of their appointment. The Murray Medical and Cancer Trust could also be used to provide the successful candidate with a competitive start-up package.

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- Disseminating findings to academic and community stakeholders (e.g., conferences, symposia, public lectures, interviews, social media, etc.)
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- Building partnerships and collaborations with academic and non-academic partners/stakeholders

**Designation of Selection Committee:**

As designated by the Dean, College of Medicine, the selection committee includes, but is not limited to:

- Dean, College of Medicine (or designate)
- Head of Division of Oncology, College of Medicine (or designate)
- Cancer Cluster Lead, College of Medicine
- 2 or more current Saskatchewan Cancer Agency Research Scientists
SCHEDULE “B”
BUDGET
to the Agreement between
SASKATCHEWAN CANCER AGENCY
and
COLLEGE OF MEDICINE
with an Effective Date ____________

Start-up grant package up to $500,000 (one time only)

Salary for SCA Research Scientist II = University of Saskatchewan Associate Professor, mid-point (step 4)

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<th>CDI3</th>
<th>Merit (if awarded)4</th>
<th>Benefits5</th>
<th>Prof Dev6</th>
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<td>Year 1</td>
<td>$121,517.00</td>
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<td>$19,638.75</td>
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<td>$20,579.55</td>
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Grand Total (including start-up package) $1,274,212.35

Assumptions:
1 These are the 2016-17 rates as USFA is The SCA matches the U of S faculty pay scales, so this will increase once a new contract is agreed upon.
2 Assuming we are hiring at mid-point of Associate Professor (SCA Research Scientist II).
3 Yearly increase that all USFA faculty get, matched at SCA since we follow the U of S faculty pay scales.
4 At SCA, merits are equal to CDI and due to Provincial budget restrictions are not always awarded, even if recommended by Scientific Review Panel.
5 Based on 15% of total salary, as per SCA Human Resources and Finance Depts.
6 Professional Development at SCA is $5,000 per year and unused funds do not carry over to subsequent years; for conference travel mainly.

The College will make the start-up grant package available to the Chair directly to cover costs associated with the position.

The College will pay to the Agency the total amount listed as Year 1 payment within 30 days of the date that the Chair commences in the Position. The payments for years 2-5 will be made annually within 30 days of the anniversary date of the prior years’ payment.