



## Memorandum

To: Elisabeth Mann Borgese, Chairman      Our File: 8001.1

From: Garry A. Comber

Date: July 30, 1986


Re: FINALIZATION OF CONTRACT WITH PRESIDENT

I am attaching hereto a draft of a contract between ICOD and the President pursuant to discussions at previous Board of Directors meetings and the unanimous agreement of Board members to recommendations made by Doug Lindores and Roy Cheeseman who had been charged with negotiating with of the President.

As these matters were basically settled prior to your assumption of the Chairmanship of ICOD, I am attaching for your information a copy of a document signed by Roy Cheeseman and Douglas Lindores and circulated to all Board members by the previous Chairman which indicates agreement on the four or five matters negotiated with the President. The balance of the attached contract is taken from the draft contract submitted by the President at the December 1985 Board meeting as the other points were accepted by Board members at that time. I am also attaching the Executive Interchange Agreement with DFO and the Order in Council concerning the President's remuneration.

As you may recall from the April Board meeting, it was agreed that this matter need not be referred back to the Board for further consideration. Nothing has transpired since April and the matter was put aside in view of other pressing priorities at ICOD in the period April to June.

I trust that based on this package you will be able to give your concurrence to the attached draft. It is my intention to show it to the President before finalizing it for your signature.



Garry A. Comber  
Secretary-Treasurer

GAC/ad  
Attachment

draft

8001.1

PRIVATE & CONFIDENTIAL

July 29, 1986

Mr. Gary C. Vernon, President  
International Centre for Ocean Development  
5670 Spring Garden Road  
9th Floor  
Halifax, Nova Scotia  
B3J 1H6

Dear Mr. Vernon,

Re: Contractual Arrangements Relating to your  
Current Assignment at ICOD

The purpose of this letter is to finalize the contractual provisions relating to your assignment as President of the International Centre for Ocean Development (ICOD). These terms are complimentary to the Executive Interchange Agreement (as amended) signed with the Department of Fisheries and Oceans and Order in Council # P.C. 1985-3412 relating to your salary as President.

Pursuant to a decision of the Board of Directors of ICOD:

- 1) Your salary as President of ICOD will be the current salary payable to you through the Department of Fisheries and Oceans as indicated in the Executive Interchange Agreement and the Order in Council;
- 2) General terms and conditions of employment will be based

upon those for the EX Category in the Public Service of Canada including ICOD's assumption of accumulated leave benefits and entitlements, and other benefits such as superannuation, insurance, medical plans, etc. applicable to EX category personnel in the Public Service of Canada;

- 3) In view of the nature and amount of travel expected of the President of ICOD, compensatory travel leave credits will be made available to you at the rate of one day of leave for each ten complete days of travel (exclusive of vacation time) away from your place of residence. It is anticipated that this compensatory travel leave will be taken during the fiscal year in which it is accrued. In lieu of compensatory travel leave, payment shall be made for accumulated leave at the end of each fiscal year;
- 4) In addition to insurance coverage indicated in #2 above, you will be covered by an accidental death and dismemberment policy for \$200,000 while travelling on ICOD business. If additional insurance packages are negotiated for ICOD staff or Directors of the Board, they will be applicable to you;
- 5) In view of the representational activities expected of the President of ICOD, and possibly his wife, you may enroll in one or more of the airlines' frequent flyer programmes and use the benefits arising from such membership, at your discretion, for travel by your wife to accompany you for

official representational purposes. In addition, you may seek authorization from the Executive Committee of ICOD when you consider that your wife's participation is required at a representational event requiring travel. The Executive Committee will take into account any provisions for such travel under the frequent flyer entitlements mentioned above;

- 6) The normal standard of travel for the President of ICOD will be premium business class travel. At the present time this is listed as "J" class within the travel industry. For trips to or within Asia, Africa, and Latin America, first class travel may be used when the airline or travel route determined as the most appropriate for the travel involved does not have "J" class travel;
- 7) ICOD will provide you with necessary hospitality expenditures connected with ICOD programme activities in accordance with the delegated authorities instrument and within the appropriate budgetary restrictions;
- 8) ICOD will, upon request, provide for your use a reasonable (not luxury class) automobile for your business and personal use on the understanding that during business hours the automobile is available for use by ICOD staff members when it is not required for your business use;

- 9) Relocation expenses for your move to Halifax will be paid at ICOD expense in accordance with the Relocation Regulations approved by the Board. The Executive Interchange Agreement indicates that relocation to Ottawa at the termination of your assignment with ICOD will be the responsibility of the Department of Fisheries and Oceans;
  
- 10) In view of the representational functions expected of the President of ICOD, you will receive a monthly rental subsidy of \$500 to permit you to occupy, for representational purposes, accommodation of a standard that you would not normally occupy in Halifax without such representational responsibilities. It is understood that during the balance of your assignment as President of ICOD, you will reside in Halifax.

If you agree with the above terms and conditions would you please indicate your concurrence by signing one copy of this letter and returning it to ICOD. A second copy is attached for your records.

We look forward to your continuing involvement in the growth and development of ICOD over the next two years.

Yours sincerely,

Elisabeth Mann-Brogese

Chairman

EMB/ad

Attachment

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Gary C. Vernon, President



Agence canadienne de  
développement international

Canadian International  
Development Agency

Hull (Québec)  
Canada  
K1A 0G4

Hull, Quebec  
Canada  
K1A 0G4

January 13, 1986

*Votre référence*    *Your file*

*Notre référence*    *Our file*

Mr. C. Hanson Dowell  
Chairman of the Board  
International Centre for Ocean Development  
P.O. Box 2003, Station "M"  
Halifax, Nova Scotia  
B3J 2Z1

Dear Hanson:

You will recall that at our last meeting, the ICOD Board requested the undersigned to meet with the President in order to resolve certain items of the President's draft contract that had been the subject of observations by various Board members. Specifically, the outstanding items were:

1. the date the President would take up residence in Halifax,
2. the standard of air travel while on official duty,
3. the provisions for the travel of Mr. Vernon's spouse for official ICOD representational purposes, and
4. the rent subsidy allowance to be provided for representational purposes.

During the discussion of this matter at the last Board meeting, the main lines of a proposal to Mr. Vernon had been largely agreed to by the Board. It was within those general parameters that we pursued our discussion with Mr. Vernon.

The undersigned met with Mr. Vernon in Ottawa on January 6, 1986. We reached agreement on the following solutions to the outstanding issues which we recommend for approval to the Board.

1. Mr. Vernon will be expected to take up residence in Halifax towards the end of July 1986.

...2

Mr. Vernon agreed fully with the Boards's concern that he take up residence in Halifax at the earliest possible time. The undersigned agreed that in light of the history of delay in getting ICOD into an operational state and the personal commitments that Mr. Vernon had thereby been forced to make, it would have been unreasonable to insist on an arrival date before the end of July 1986.

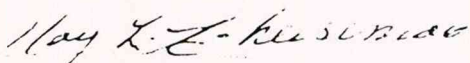
2. The President's normal standard of travel will be premium Business class ("J" class according to current air ticket designation). For trips to Asia, Africa and Latin America, First Class may be used when it is necessary to use a flight that does not have a "J" class.

3. The President will enroll in one or more of the airlines' frequent flyer programs. Any ticket benefits arising from such membership may be used by the President at his discretion for his wife to accompany him for official representational purposes. In addition, the President may seek authorization from the Executive Committee when he considers that his wife's participation is required at any event requiring travel and there is insufficient provision for such travel under the frequent flyer entitlement mentioned above.

4. The President should receive a monthly rental subsidy of \$500 to permit him to occupy, for representational purposes, accommodation of a standard that he would not normally occupy without such responsibilities.

In conclusion we would state that the above package was quickly agreed to by Mr. Vernon and the undersigned. We were impressed by Mr. Vernon's strong commitment to ICOD and feel that the Board is fortunate to have a man of his calibre to head the Centre.

We recommend the above provisions to the Board.

  
Roy Cheeseman

  
Douglas Lindores

c.c. Mr. Gary Vernon

I accept the above recommendations.





G. Conker

8001.1  
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PERSONAL & CONFIDENTIAL

Memorandum

To: G. Ewing, G. Godin, R. Maguire,  
E. McLean, S. Proctor, J. Vandermeulen      Our File:

From: C. Hanson Dowell, Q.C.

Date: January 28, 1986

Re: President's Contract

1. Attached is a copy of letter of recommendation in duplicate received from Douglas Lindores and Roy Cheeseman, together with a copy of my response, both of which I trust you will find self explanatory.
2. If acceptable, please note on the duplicate copy of the recommendation in the space indicated and return to ICOD in the self-addressed stamped envelope enclosed.

Hanson



International Centre for Ocean Development  
Centre international d'exploitation des océans

Our File / Notre référence

1000

Your File / Votre référence

PERSONAL & CONFIDENTIAL

January 28, 1986

Mr. Roy Cheeseman  
West Atlantic Products  
P.O. Box 8625  
St. John's, Newfoundland  
A1B 3T1

and

Mr. Douglas Lindores  
Vice-President  
Multilateral Programs Branch  
CIDA  
200 Promenade du Portage  
Place du Centre  
Hull, Quebec  
K1A 0E4

Dear Roy and Doug:

RE: President's Contract

On behalf of the Board, thank you very much for your recommendations of the 13th inst. regarding the President's contract. As you no doubt know, the President is out of the country at present.

Pending the President's return I am circulating your recommendations to the other members of the board for acceptance. If accepted, the President can then incorporate your recommendations in a revised contract for circulation to the Board for final approval. As you know a written resolution signed by all the directors can be valid (s.119 of the FAA), thus vitiating the need for a meeting.

A copy of my memo to our fellow directors is enclosed for your information.

...2



My acceptance of your recommendations has been filed with our Secretary-Treasurer. Kindest Regards,

Sincerely,

A handwritten signature in cursive script that reads 'Hanson'.

C. Hanson Dowell, Q.C.  
Chairman

c.c. Gerald Ewing  
Gastien Godin  
Robert Maguire  
Ellen McLean  
Sharon Proctor  
John Vandermeulen  
Gary Vernon  
Garry Comber

8001.1 Halifax

RV-file



Public Service Commission  
of Canada

Commission de la Fonction publique  
du Canada

Management Category  
Programs Branch

Direction générale des programmes  
de la catégorie de la gestion

Ottawa, Ontario  
K1A 0M7

ICOD
RECEIVED
DATE 25/9/85
TIME
INFO ONLY
ACTION

September 19, 1985

Mr. Hanson Dowell  
Chairman of the Board  
International Centre for  
Ocean Development (ICOD)  
323 Chapel Street, Suite 203  
Ottawa, Ontario  
K1N 7Z2

Dear Mr. Dowell:

Please find enclosed, for your signature and signature by Mr. Gary C. Vernon, three original copies of the Interchange Canada Addendum covering the assignment of Mr. Vernon from the Department of Fisheries and Oceans, Government of Canada, to your organization.

We would appreciate that all three copies of the agreement be returned to our office no later than October 11, 1985.

Your cooperation is appreciated.

Yours sincerely,

Huguette Jodoin  
Executive Assignments Officer  
Interchange Canada

(613) 995-1141

Encl.

cc: Arline Marchand/DFO

Hfk 15.10.85  
**RECEIVED**  
H. Dowell ←



Public Service Commission  
of Canada

Commission de la Fonction publique  
du Canada

Management Category  
Programs Branch

Direction générale des programmes  
de la catégorie gestion

Interchange Canada

Échanges Canada

Interchange Canada  
Agreement

Protocole d'entente  
Échanges Canada

Addendum to the Interchange Canada Agreement  
Covering the Assignment of Mr. Gary C. Vernon  
From the Department of Fisheries and Oceans  
To the International Centre for Ocean Development

Modification au protocole d'entente Échanges Canada  
Concernant l'affectation de Monsieur Gary C. Vernon  
Du ministère des Pêches et Océans  
Au Centre international de développement des océans

The Department of Fisheries and Oceans, Government of Canada, Ottawa, Ontario and the International Centre for Ocean Development, Halifax, Nova Scotia are in agreement to extend the assignment of Mr. Gary C. Vernon as President of the International Centre for Ocean Development until April 19, 1988, in accordance with his Governor-in-Council appointment and the Treasury Board Approval No. 798533. All other terms and conditions stipulated in the original agreement, which was scheduled to terminate April 30, 1987, remain unchanged.

Le ministère des Pêches et Océans, gouvernement du Canada, Ottawa, Ontario et le Centre international de développement des océans, Halifax, Nouvelle-Ecosse conviennent de prolonger l'affectation de Monsieur Gary C. Vernon à titre de Président du Centre international de développement des océans jusqu'au 19 avril 1988, conformément à sa nomination à ce poste par le Gouverneur-en-Conseil et à l'approbation du Conseil du Trésor No. 798533. Tous les autres termes et conditions de l'entente originale, qui devait se terminer le 30 avril 1987, demeurent inchangés.

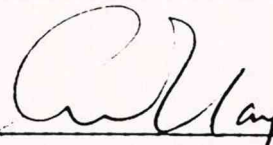
Interchange Canada Addendum/Addendum Échanges Canada - G. Vernon  
Department of Fisheries and Oceans/Ministère des Pêches et Océans  
To the International Centre for Ocean Development/  
au Centre international de développement des océans



Hanson Dowell  
Chairman/Président  
International Centre for Ocean  
Development/Centre international  
de développement des océans

Date: \_\_\_\_\_

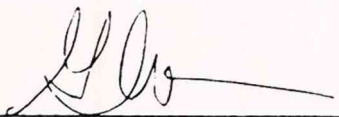
3 Oct 1985



Dr. Arthur W. May  
Deputy Minister/Sous-ministre  
Department of Fisheries and Oceans/  
Ministère des Pêches et Océans  
Government of Canada/  
Gouvernement du Canada

Date: \_\_\_\_\_

Sept 16/85



Gary Conrad Vernon  
Interchange Participant/  
Participant au programme  
Interchange Canada/  
Échanges Canada

Date: \_\_\_\_\_

Sept 30 /85

Ercel J. Baker  
Executive Director/Directeur exécutif  
Staffing and Management Category  
Programs/Programmes de dotation et  
de la catégorie de la gestion  
Public Service Commission of  
Canada/Commission de la Fonction  
publique du Canada

Date: \_\_\_\_\_

Annexe 1-01 file

8000.1



Government of Canada  
Privy Council Office

Gouvernement du Canada  
Bureau du Conseil privé

Ottawa, Canada  
K1A 0A3

The SPECIFIC SALARY of  
any person named in the  
attached Order in  
Council, is CONFIDENTIAL  
INFORMATION. It must  
not be divulged to  
unauthorized personnel.

Please attach a copy of  
this notice to any  
duplicate which you  
may make of the Order  
in Council.

Le TRAITEMENT PRECIS de  
toute personne dont le  
nom est mentionné dans  
le Décret ci-annexé  
constitue un  
RENSEIGNEMENT CONFIDENTIEL  
qui ne doit être divulgué  
à aucun employé non  
autorisé à le connaître.

Prière de joindre un  
double du présent avis à  
toute photocopie du  
Décret qui pourra être  
faite.



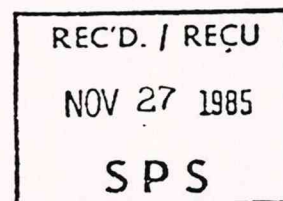
CANADA

PRIVY COUNCIL • CONSEIL PRIVÉ

*G. Vernon*

P.C. 1985-3412  
21 November, 1985

HER EXCELLENCY THE GOVERNOR GENERAL IN  
COUNCIL, on the recommendation of the Prime Minister,  
pursuant to subsection 9(2) of the International Centre  
for Ocean Development Act, is pleased hereby to approve  
that the salary of Mr. Gary Vernon, President of the  
International Centre for Ocean Development, be paid in  
accordance with the terms and conditions of the  
Interchange Canada Agreement set out in the schedule  
hereto.



CERTIFIED TO BE A TRUE COPY - COPIE CERTIFIÉE CONFORM

CLERK OF THE PRIVY COUNCIL

LE GREFFIER DU CONSEIL PRIVÉ





CANADA

PRIVY COUNCIL • CONSEIL PRIVÉ

C.P. 1985-3412  
21 novembre 1985

Sur avis conforme du Premier ministre et en vertu du paragraphe 9(2) de la Loi sur le Centre international d'exploitation des océans, il plaît à Son Excellence le Gouverneur général en conseil d'approuver que la rémunération de M. Gary Vernon, président du Centre international d'exploitation des océans lui soit payée selon les modalités prévues dans l'entente intitulée "Interchange Canada Agreement", ci-après.

CERTIFIED TO BE A TRUE COPY - COPIE CERTIFIÉE CONFORMÉMENT

A handwritten signature in cursive script, appearing to read 'P. Leclerc'.

CLERK OF THE PRIVY CO.

LE GREFFIER DU CONSEIL PRIVÉ

**DALHOUSIE UNIVERSITY ARCHIVES AND SPECIAL COLLECTIONS DIGITAL  
SEPARATION SHEET**

**Separation Date:** March 4, 2015

**Fonds Title:** Elisabeth Mann Borgese

**Fonds #:** MS-2-744

**Box-Folder Number:** Box 351, Folder 14

**Series:** Administrative records of the International Centre for Ocean Development

**Sub-Series:** Administrative records

**File:** Employment Contracts with the International Centre for Ocean Development

**Item:** N/A

**Description of item:**

Interchange Canada agreement (re: Gary Vernon) contains salary information.

**Reason for separation:**

Pages have been removed from digital copy due to privacy concerns.



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ANNEX 2

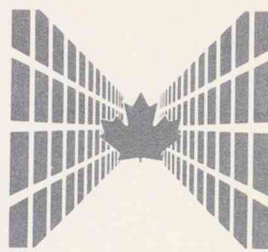
STATEMENT OF WORK AND SERVICES

- 1.0 Under the general direction of the ICOD Acting Chief, Interregional and Cooperative Activities Division, the Consultant shall assess the impact of the International Ocean Institute scholarship Project #890304 specifically and shall also assess previous ICOD-funded IOI courses from a general overall perspective.
- 2.0 Specifically, and without limiting the generality of the foregoing, the Consultant shall:
1. The Consultant will also review and evaluate the curricula and administrative aspects of the programs, in order to determine the extent to which:
    - a) IOI's curriculum and course content correspond to the "state of the art" knowledge in the field of ocean management;
    - b) the administrative and travel support offered by IOI to its students is sufficient and appropriate;
    - c) the administrative and course delivery procedures applied to IOI are efficient and cost effective;
    - d) the IOI procedures ensure proper follow-up with students upon completion of their studies and whether these are appropriate and conducive to promoting future linkages between ICOD and its former students, and between the students themselves (networking, regional cooperation, etc); and
    - e) assess the costs involved and advise if ICOD receives value for money from the IOI courses.



2. Assess the suitability of these programs to fulfilling the training needs of ICOD's client countries; review the effectiveness and efficacy of the nomination and recruitment procedures- i.e. how scholars are recruited and who is recruited.
  3. Assess whether these programs address needs already covered by training programs of other Canadian and foreign donor agencies; do the programs meet their objectives.
  4. Assess the extent to which these programs contribute to meeting ICOD's corporate objectives and complement ICOD programming.
  5. Assess the extent to which these programs have an impact on the participants in terms of knowledge gain, skill development, attitudinal change.
  6. Review the files, existing data and reports on these programs and collect any additional data deemed necessary from students, academic institutions, recipient governments, ICOD's managers, other Canadian and foreign donor agencies. Prepare a profile of candidates funded by ICOD.
  7. Will identify any constraints in the training delivery process and curriculum of the training courses and will recommend appropriate action for any future ICOD-funded courses.
  8. Upon confirmation with Program Officer, the Consultant will stop over (en route to and from Guinea Bissau on other ICOD-related business) in Malta for 3 days to meet with IOI headquarters staff.
  9. Undertake such other ancillary duties as may be required.
- 3.0 The Consultant shall submit the following reports to ICOD:
1. Not later than 60 days after signing the Consulting Contract, a preliminary report of the project activities.
  2. Within 15 days of receipt of preliminary report, a written final report.

Interchange Canada



Échanges Canada

PROTECTED/PROTÉGÉ

Addendum to the Interchange Canada Agreement  
Covering the Assignment of Mr. Gary C. Vernon  
from Fisheries and Oceans Canada  
to the International Centre for Ocean Development


Modification au protocole d'entente Échanges Canada  
concernant l'affectation de Monsieur Gary C. Vernon  
de Pêches et Océans Canada  
au Centre international de développement des océans

Fisheries and Oceans Canada and the International Centre for Ocean Development are in agreement to extend the assignment of Mr. Gary C. Vernon as President of the International Centre for Ocean Development until October 18, 1991, in accordance with his Governor-in-Council appointment (PC1991-709) and the approval of the Secretary of the Treasury Board of Canada. All other terms and conditions stipulated in the original agreement, which was scheduled to terminate April 30, 1987, and was extended until April 18, 1991, remain unchanged.

Pêches et Océans Canada et le Centre international de développement des océans, conviennent de prolonger l'affectation de Monsieur Gary C. Vernon à titre de Président du Centre international de développement des océans jusqu'au 18 octobre 1991, conformément à sa nomination à ce poste par le Gouverneur-en-Conseil (CP1991-709) et l'approbation du Secrétaire du Conseil du Trésor du Canada. Tous les autres termes et conditions de l'entente originale, qui devait se terminer le 30 avril 1987 et avait été prolongée jusqu'au 18 avril 1991, demeurent inchangés.

Interchange Canada Addendum/Addendum Échanges Canada - G.C. Vernon  
Fisheries and Oceans Canada/Pêches et Océans Canada  
to the International Centre for Ocean Development  
au Centre international de développement des océans


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Elizabeth Mann Borgese  
Chairman/Présidente  
International Centre for Ocean  
Development/Centre international de  
développement des océans

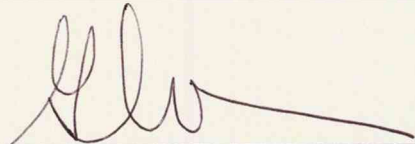
Date: 20 June 91



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Bruce Rawson  
Deputy Minister/Sous-ministre  
Fisheries and Oceans Canada/  
Pêches et Océans Canada  
Government of Canada/  
Gouvernement du Canada

Date: July 2/91



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Gary C. Vernon  
Interchange Canada Participant/  
Participant au programme  
Échanges Canada

Date: 17 June, 1991



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Ercel J. Baker  
Executive Director/Directeur exécutif  
Staffing Programs/Programmes de dotation  
Public Service Commission of Canada/  
Commission de la fonction publique du  
Canada

Date: July 18, 1991