

[I highlight my words in this colour. This email intersperses two conversations. At this time I had resigned from CanIL and had written to Wycliffe Canada to ask for a new assignment. Sue was already informed about the conflict at CanIL because Ken Creech (and possibly others) had given her their perspective. Sue is responding to my earlier email in which I had sent her copies of Danny's emails. Her only motive was to protect Danny and put all the blame on me. I was told to apologize or face termination. Before I had sent her Danny's emails, I had asked her for a copy of my "employment contract" because Danny had claimed such a thing existed. She wrote to headquarters and replied that none existed, "*which was normal back in the day*". When I called her attention to this, she replies in this letter that **"Wycliffe Canada and its partners use the term employment contract loosely."** I searched the entire Wycliffe Canada wiki site and could not find one instance where the term "employment contract" is used for Wycliffe members. I had also never heard it used at CanIL, one of Wycliffe's partners. Sue was prepared to lie to me rather than admit that Danny had lied. **After reading this email, please read my response by [clicking here](#).**]

August 31, 2017

Dear Norbert,

I, along with others in the People Department, have taken some time to read through your lengthy documentation and perspective of the past few years.

It is apparent that you continue to experience pain and frustration as a result of not being given the IP rights to SynPhony.

You have accused Danny Foster of non-compliance of the CanIL Standard of Conduct in three areas:

Point 1. Inappropriate use of power, including: ... discrimination.

(I believe that Danny used completely arbitrary, capricious and vindictive policies against my claim to own copyright because at least 13 other works by CanIL staff are owned by them.)

While it is apparent that you do not agree with the conclusion reached by Danny (and CanIL), we do not see what Danny did as violating the standard of conduct, or being unethical, or maliciously targeting you. You have differing opinions and may have had miscommunications in this process.

Point 3. Untruthful ... and destructive communication.

(I will show below that many of his statements towards me were untruthful and destructive to me.)

It is possible Danny may have communicated some things unclearly. But there does not appear to be any indication that Danny intended to deceive, or be untruthful.

Point 11. Retaliation against staff who, in good faith, report ... improper conduct.

(I was placed on administrative leave because I dared to draw attention to his improper conduct. I had talked with Don Fama about my frustrations for YEARS already, fulfilling the step of approaching HR with my complaints. I had talked with Danny about it as well but nothing changed. No apology from him.)

We do not see anything to prove that CanIL's response to your behaviour is "retaliation". CanIL's discipline appears to have been implemented in good faith. In conversation with CanIL they state that several apologies were offered to you by Danny.

I will also reply to some of the detail in your email.

In your evidence that Danny intentionally lied to you, are included his references to employment: *In it he claims "You'll notice the caveat in there that refers to a "written contract". This is precisely the case we have with you where your employment contract or job description has you producing software /as part of your job at/ CanIL."*

**Wycliffe Canada and its partners use the term employment contract loosely;** you become a member of Wycliffe Canada and are assigned to positions with a PRD – the expectations of the person in the role.

You also comment and question: *Then he [Danny] states: "In your case, CanIL (through Wycliffe) 'employed' you to create SynPhyony." Can you tell me if you know if anyone in Wycliffe ever claimed to have told or asked me to create SynPhony? I know for a fact that no one at Wycliffe Canada, CanIL or SIL did! This is lie number three!*

According to Insite, you had a position under CanIL, with a PRD, of 'Symphony [sic] Developer and Consultant' from 01-Sep-2007 to 19-Oct-2016, FTE 0.6. While you may not have been asked or told initially to create this program, it did in fact become one of your primary assignments and as such you were employed to develop it as of Sept 2007.

In most situations where two parties do not agree on an issue, those parties are viewing the events from their own point of view. 'Evidence' can be provided to make a case for either side. You comment and question here: *You and I can understand these documents; why couldn't he? He suffered from what psychologists call "confirmation bias", which is seeing only evidence that supports your position. Do I suffer from the same? Please show me! I think I've shown you material (his words, legal opinions, publicly accessible examples of IP policies) that I'm not making up evidence for my case where none exists.*

Norbert, it would be surprising if you were not viewing these from your perspective as well. Indeed looking at what you've written regarding communication and past events, we actually do believe that you are. Your interpretation of some of Danny's statements as lies for example would be case in point.

You have written in detail, Norbert, from your perspective, the history of the process of determining ownership of SynPhony, and your subsequent signing over of those rights. We have no ability to change this now. Neither can we argue for or against your viewpoint, as we are not knowledgeable about intellectual property or the rights associated with it. We note however that CanIL acted on the advice of an experienced IP lawyer, and that they carefully investigated this matter.

Discussions with CanIL indicate that there were several apologies from Danny Foster to you regarding miscommunication or misunderstandings in what was said or done in terms of SynPhony and all that encompassed. We don't know all the details of what went on in the past regarding this issue. However, of importance now is the need to move forward from here. **If you want a future in Wycliffe**, some resolution on your part - in your own mind, needs to be met. You may never get all your questions answered or feel you have been exonerated. Would you be able to move on if this is the case?

We do pray that you will be able to put the hurt and anger behind you, find resolution, and look ahead to what God has planned for you now.

Sincerely,  
Sue Ambrose  
MCA BC