

22 January 2016

MEMORANDUM OF AGREEMENT

BETWEEN

McGILL UNIVERSITY

AND

**ARTS UNDERGRADUATE SOCIETY OF
McGILL UNIVERSITY INC. /
L'ASSOCIATION ÉTUDIANTE DE
PREMIER CYCLE DE LA FACULTÉ DES
ARTS DE L'UNIVERSITÉ MCGILL INC**

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**MEMORANDUM OF AGREEMENT made and entered into at the City and District of Montreal,
Province of Quebec**

BETWEEN **McGill UNIVERSITY**, a University duly constituted by charter, having its principal office at 845 Sherbrooke Street West, in the City and District of Montreal, Province of Quebec,

(hereinafter referred to as the "University")

AND **ARTS UNDERGRADUATE SOCIETY OF MCGILL UNIVERSITY INC. / L'ASSOCIATION ÉTUDIANTE DE PREMIER CYCLE DE LA FACULTÉ DES ARTS DE L'UNIVERSITÉ MCGILL INC** having its principal office at 855 Sherbrooke Street West Room B12B in the City and District of Montreal, Province of Quebec,

(hereinafter referred to as "the Association")

WHEREAS the University is committed to protecting the rights of the undergraduate student body as represented by the Association;

WHEREAS the University recognizes student groups as integral members of the University community;

WHEREAS the University and the Association are committed to preserving their positive relationship and in preserving the particular nature of the student associations, and in consequence, the present agreement is to be interpreted and acted on the basis of good faith;

WHEREAS the University and the Association wish to enter into an agreement respecting various matters including the assessment and collection of fees from students and the operation of University accounts for such fees;

WHEREAS a referendum of members of the Association approved the collection of fees for its operating expenses and the support of its activities;

WHEREAS, on the basis of said referendum, the Board of Governors of McGill University approved the collection of fees from members of the Association for said purposes;

WHEREAS the Association was incorporated of May 31, 1993 by Letters Patent issued pursuant to Part III of the Companies Act (Quebec) (**NEQ 1160034550**);

WHEREAS the Association was accredited on April 1, 2003 in accordance the Act Respecting the Accreditation and Financing of Students' Associations R.S.Q., chapter A-3.01 representing all undergraduate students in the Faculty of Arts;

WHEREAS the University and the Association wish to enter into a new agreement, in replacement of the previous agreement,

NOW THEREFORE, THE PRESENT AGREEMENT WITNESSES:

1. COLLECTION OF ASSOCIATION FEES

- 1.1 Subject to the approval of the Board of Governors of the University, the University shall collect in each of the fall and winter sessions during the term of the present Agreement all fees from students duly registered at the University and assessed by the Association, such fees (the "Association Fees") to be used by the Association for its operating expenses and the support of the Association. The current Association Fee Schedule appears as **Appendix A** hereto. The Association represents all undergraduate students from the Faculty of Arts.
- 1.2 The Association Fees shall be included in the total student fee assessed by the University in respect of students and all University regulations pertaining to the assessment and collection of fees shall apply thereto.
- 1.3 The Association Fees shall be distributed yearly as follows:
- The **first distribution** of the Association Fees shall be paid to the Association on **September 15** and shall reflect fee assessments from June 1 to August 31st.
 - The **second distribution** of the Association Fees shall be paid on **November 15th** and shall reflect the balance of the Fall Term assessments as at October 31st. There shall be no holdback of fees for either of these remittances.
 - The **third distribution** of the Association Fees shall be paid on **February 15th** and shall reflect the Winter Term fee assessments as at January 31st. An amount equal to 10% of the amount to be paid as the third distribution shall be held back by the University to account for changes in student registration occurring from February 1st to May 31st.
 - The **final distribution** of Association Fees shall be paid on **June 15** and shall reflect the assessment as at May 31st, less the 1% fee for bad debt charges (in accordance with section 1.4), the Annual Administrative Fee (in accordance with section 1.4) and any other amounts owed to the University as at May 31st.
- 1.4 No charges shall be levied by the University for the collection of the Association Fees, however the University shall be entitled to receive 1% of the total fees assessed in each term as relief for the collection of bad debts. At the request of the Association, the University shall provide the Association with information on the level of bad debt resulting from its members.
- 1.5 At the option of the Association, the Association Fees may be credited to an internal account of the University with the prior written approval of the Association for the exclusive use of the Association.
- 1.6 No adjustments to the Association's fees shall be applied or collected by the University unless the Dean of Students has confirmed in writing that the formalities required by the Association's constitution for fee adjustments and applicable law have been followed.
- 1.7 All requests for new fees or fee changes must be sent in writing to the Dean of Students' Office by April 1 for implementation in the Fall term and by November 20 for implementation in the Winter term.

2. ACCOUNTING SERVICES

2.1 The University shall provide certain accounting services to the Association for an Annual Administrative Fee in accordance with the schedule contained in **Appendix B**. This fee is subject to an annual review by the University. The services to be provided will include the following:

2.1.1 Monthly trust fund statements indicating fee revenues, distributions and expenses resulting in year to date totals.

2.1.2 Provision of regular lists on the Association's membership on a scheduled basis; weekly in August/September and monthly the remaining months.

The Association shall request security access at the beginning of their mandate to access Minerva reports. The President of the Association must authorize all requests for access, and should the President require access, then two vice-presidents of the Association must authorize his/her request. Security authorization to Minerva reports shall terminate each year on June 15th. Employees of the Association who have been given access may keep their access upon confirmation by the current year's President.

2.2 Should the Association require any other lists, data sets or any other type of information on their membership or its financial records not already provided for in article 2.1 above or elsewhere in this Memorandum of Agreement, the University shall give effect to the request to the extent allowed by law and subject to the payment of an appropriate fee, and upon reasonable prior notice to Accountant, Student Affairs Office, Administration Building. This fee will be identified prior to fulfilling the request. The University is subject to the provisions of the Quebec *Act Respecting Access to Documents held by Public Bodies and the Protection of Personal Information* and therefore reserves the right to refuse to give effect to a request.

2.3 Notwithstanding article 2.1, should any programming changes be required to be performed by the University's Department of Information Systems Resources ("ISR") at the request of the Association, the University reserves the right to charge the Association the hourly rate for the work to be performed.

2.4 The University will not draw any funds from the account maintained by the University for the use of the Association or from the fees collected by the University for the Association without the Association's prior written approval, unless exercised as a remedy pursuant to article 8.1 hereto.

3. LOANS AND GRANTS

The Association may apply to the University from time to time for loans and grants in aid of activities or projects, the granting of which shall be in the sole discretion of the University.

4. INSURANCE

- 4.1 The Association shall ensure that its officers and employees are covered under the terms of an Employee Dishonesty Policy with a reputable licensed insurer, to maintain such policy in force at all times during the term of the present Agreement and to provide the University each year with a copy of such policy.
- 4.2 The Association shall be solely responsible for obtaining appropriate insurance necessary to conduct its activities, including and without limitation, comprehensive general liability insurance, including but not limited to libel, slander, defamation of character, loss of property damages and personal damages, and shall name the University as co-insured.
- 4.3 The Association shall provide evidence of coverage upon execution of the Agreement and annually thereafter to the McGill Risk Management and Insurance Office. Evidence shall take the form of true copies of the relevant insurance policy or renewal certificate, as the case may be.
- 4.4 The Association shall hold harmless the University, its officers, employees and agents of and from any and all suits, claims or demands, and reasonable costs and expenses that may arise by reason of the operation of activities of the Association, or any act, neglect, omission of the Association, its directors, officers, employees, agents or persons engaged or retained by it.

5. MAINTENANCE AND AUDITING OF ACCOUNTS

- 5.1 The Association shall provide the Deputy Provost (Student Life and Learning) with a copy of its annual audited financial statements within 120 calendar days of each financial year end. The Association's financial year-end is May 31.
- 5.3 Upon reasonable notice from the University and upon reasonable cause, the Association shall make available for audit at no cost to the Association all documents relating to:
- (a) current contracts and expenditures;
 - (b) projected contracts and expenditures; and
 - (c) books, records and accounts.
- 5.4 The Association shall engage the services of a reputable auditing firm and give notice of the same to the University on a timely basis. The University shall advise whether the auditing firm is acceptable and shall provide reasons. In the event the University does not find that firm acceptable, for whatever reasons, the Association shall appoint another firm subject to acceptance by the University.

6. USE OF THE MCGILL NAME OR EMBLEM

- 6.1 The Association recognizes the University is the owner of the intellectual property in the word "McGill" and the McGill trademarks which are duly protected by the *Trademarks Act*.

- 6.2 On a nonexclusive basis and solely in connection with its activities related to its role as a student association and in accordance with this Agreement, the University hereby grants the Association the right to use the word "McGill" in its name **THE ARTS UNDERGRADUATE SOCIETY OF MCGILL UNIVERSITY INC. / L'ASSOCIATION DES ÉTUDIANTS ET ÉTUDIANTES DE LA FACULTE DES ARTS DE L'UNIVERSITÉ MCGILL INC.**" The present grant is not assignable.
- 6.3 The University's trade name, trademarks and emblems may not be used in connection with the Association's name or logo which shall be distinct from that of the University's.

A copy of the Association's approved logo and trademark appears in **Appendix C**.

Any change to the Association's approved logo or trademark shall be submitted in advance for confirmation by the Deputy Provost (Student Life and Learning) that the proposed new logo or trademark conforms to the terms and conditions set out in this section. The Deputy Provost (Student Life and Learning) shall provide a written response within one week of the Association's submission. Approval shall form an amendment to this agreement.

- 6.4 On a non-exclusive basis, for the term of this Agreement and in accordance with its conditions, the University hereby grants approval of the names of the Association's groups, clubs or services ("the Groups") as they appear in **Appendix G** and subject to the following conditions:
- (i) The Association and its Groups shall respect the rights of the University as owner of the trade name and trade mark "McGill" and shall comply to the conditions set out in this agreement;
 - (ii) The Groups shall use the names as they appear in **Appendix G** and shall adhere to the conditions set out in **Section 6** and the **Recitals of Appendix G**;
 - (iii) Where permission to use the McGill name is granted, McGill may withdraw such permission at any time and for whatever reason, subject to notice and discussion with the Association.
 - (iv) In all of their activities, advertisements and websites, the Association and Groups shall include the following notice prominently on advertisements and websites and shall identify themselves or their activity as either:
A [e.g. club, service, activity] of the AUS (Arts Undergraduate Society) an undergraduate students' association"
or -
"Operated by the AUS (Arts Undergraduate Society), an undergraduate students' association at McGill University."
- 6.5 Neither the Association, nor any of its Groups, shall use or integrate the name, emblems or trademarks of the University with the name, emblems or trademarks of the Association or Groups.
- 6.6 For **event-specific permission** to use the name, emblems or trademarks of the University,

the Association shall obtain express prior written permission from the Secretary-General of the University in accordance with this Agreement. Permission shall be granted at the University's discretion and, where granted, is time-limited and not assignable. McGill reserves the right to withdraw such permission at any time and for whatever reason

7. CONTRACTS AND LEGAL PROCEEDINGS

- 7.1 Any acts, contracts, and legal proceedings involving either party shall be the exclusive responsibility of that party.
- 7.2 Neither party shall enter into nor execute any cheques, contracts, documents, instruments, receipts, leases or other agreements in the name of the other party or in any way engage the liability of the other party thereon by any other means.
- 7.3 The Association shall not solicit or receive any gift, grant or bequest in the name of the University without the prior written consent of the University.
- 7.4 Should any legal proceedings or claims be taken or made against one party as a result of an act of the other, the said legal proceeding or claims shall be immediately referred to the other party which shall deal with it in a timely manner and at its own expense. Any costs or expenses incurred by the party for such legal proceedings or claim including, inter alia, any legal fees, condemnation, order, settlement, interest, judicial and extra judicial fees and costs, shall be entirely at the charge of the other party.
- 7.5 Either party shall have the option of engaging its own legal counsel to intervene in any legal proceedings in respect of the other party where its interests are involved. In such a case, all expenses, extra judicial fees and disbursements shall be borne exclusively by the party that has invoked this option.

8. RIGHT TO SET OFF

- 8.1 Should the University, following due notice to the Association, be required to pay any of the charges, costs, expenses, debts and claims which are by these presents to be borne exclusively by the Association, or should the Association be in any way indebted to the University, the University is authorized to collect or set off the said amount against the funds paid or payable to the Association hereunder.
- 8.2 In accordance with the present Agreement:
 - a) The University must provide the Association with a written notice of the charges, costs, expenses, debts and claims providing complete details and documents relating thereto.
 - b) The Association shall have thirty (30) working days (or 60 calendar days between period May 1 and August 31) after the receipt of such notice in which to resolve and/or remedy the matter.

- c) The University shall exercise its best effort to inform the Association as soon as possible within the same budget year (defined as the period June 1 to May 31) of any charges, costs, expenses, debts and claims on the part of the Association under this clause.

9. LIQUOR PERMITS

The Association shall apply for and maintain in its name necessary reunion liquor permits for any event, it and any of its clubs or groups, may hold from time to time for its own purposes.

- 9.1 The Association recognizes and reaffirms its commitment to respect article 39 of the *Quebec Act Respecting Liquor Permits (chapter P-9.1)* that specifies the Association may only hold a **reunion class liquor permit**, as defined in article 33 of the Quebec Act Respecting Liquor Permits (chapter P-9.1) for events held within University buildings or anywhere on University property. The hosting of such events is subject to prior express approval of the University and such other conditions as set from time to time.
- 9.2 The Association shall exercise its permits in accordance with all laws, municipal and government regulations and well as all internal requirements and policies of the University and appropriate standards of conduct, that include, but are not limited to those relating to:
 - (a) hosting on campus events only in approved University locations;
 - (b) advertising these campus events, and the cost of alcohol, in accordance with the law;
 - (c) purchasing, storing (as applicable) and serving the alcoholic beverages at these events in accordance with the law;
 - (d) adhering to all requirements with respect to building, fire, security and room capacity.
- 9.3 The Association shall hold harmless the University for any and all claims, fees or fines arising from its exercise or omission to exercise its rights and duties under such permits and as host of these events.

10. REPRESENTATIONS OF THE ASSOCIATION

- 10.1 The Association represents warrants and covenants that:
 - 10.1.1 the charter documents, constitution and by-laws of the Association consist entirely of the documents remitted to the University concurrently with the execution of the present Agreement and which appear as **Appendix C**. The Constitution and by-laws of the Corporation are provided for reference purposes. The Parties agree that no clause in the Constitution or By-laws shall modify or supersede this Agreement;
 - 10.1.2 a referendum of the Association members has been duly held in accordance with its constitution approving the existing Association Fees and such referendum continues to bind the Association and its members;

- 10.1.3 it has amended its policies and procedures to provide for conflict of interest provisions respecting the hiring of employees, contracts with related parties and the administration of its affairs;
- 10.1.4 it is and shall maintain its status as a corporation under Part III of the *Quebec Companies Act* whose membership is limited to regularly registered undergraduate arts students.
- 10.1.5 undergraduate students registered at the University are entitled to membership but no member may act as Director or Officer of the Association while subject to any non-academic disciplinary measure under the *Handbook of Students Rights and Responsibilities*.
- 10.2 The Association shall provide the Deputy Provost (Student Life and Learning) with a copy of:
- i. the Association's **Annual Declaration of Incorporation** as proof that the Association has maintained its incorporated status;
 - ii. a copy of the Association's annual **Audited Financial Statements** prepared in accordance with Article 5 herein;
 - iii. a copy of the annual **Certificate of Insurance** obtained in accordance with Article 4 herein;
 - iv. a copy of a complete **up-to date Appendix G** as at September 30th, listing all Association, clubs and services for the following academic year in accordance with Article 6 herein and the Recitals appearing in **Appendix G** by Sept 30th; and
 - v. any changes to the documents remitted to the University concurrently with the execution of the present Agreement, within 30 days of the change.

11. EVENT OF DEFAULT

- 11.1 Each of the following shall be considered an event of default:
- 11.1.1 when either the Association or the University breaches a term or condition of the present agreement or of any other agreement between the Association and the University;
- 11.1.2 when the Association violates its charter, constitution or by-laws, or any duly approved regulations, rules or policies of the University some of which appear at www.mcgill.ca and in particular those in the University Administrative Handbook located at <http://www.mcgill.ca/administrativehandbook/>;
- 11.1.3 when in the course of or subsequent to an audit, the Association's auditors reports material fraud, error or misstatement of the books or financial records, accounts or corporate affairs of the Association;

- 11.1.4 when the Association ceases to operate, dissolves, modifies its status, makes any general assignment for the benefit of the creditors, takes the benefit of any insolvency or bankruptcy act or if a receiver or trustee be appointed for the property of the Association or any part thereof.
- 11.2 In the event of default, the defaulting party shall be entitled to written notice of default and upon receipt of such notice, shall have 30 working days (or 60 calendar days between period May 1 and August 31) within which to remedy such default.
- 11.3 In the event of a dispute over the existence of a default, either party shall be entitled to submit the dispute to arbitration by giving the other party written notice no later than 90 calendar days from the date of the notice referred to in Section 11.2. Such notice shall suspend the delay granted to remedy the default referred to in Section 11.2.
- 11.4 Submission to arbitration shall be made in accordance with the provisions of the Quebec Code of Civil Procedures (Sections 940 and following) to one arbitrator chosen by the parties. The fees and expenses of the arbitrator shall be shared equally between the parties.
- 11.5 Notwithstanding section 11.3, the parties agree that it is in their best interest to resolve any dispute amicably. The parties agree to engage in an open and respectful dialogue between the Deputy Provost (Student Life and Learning) and the President of the Association with the aim of arriving at an amicable resolution of the dispute.

12. REMEDIES

- 12.1 Upon the confirmation of the occurrence of a default by either party, in accordance with section 11, the present Agreement may be resiliated forthwith upon written notice to the defaulting party.
- 12.2 Upon the confirmation of the occurrence of an event of default by the Association, in accordance with section 11, all funds for the accounts of the Association shall be allocated to an interim trust fund ("Trust Fund") administered by the University and overseen by a committee of five (5) members comprising of two University representatives, two Association representatives and chaired by a person selected by agreement of the parties. The Committee shall oversee the administration of the Trust Fund until such time as the Association has been restructured and reinstated.
- 12.3 It is expressly agreed that such resiliation shall be in addition and without prejudice to all other rights as provided by law or herein.

13. STUDENT PUBLICATIONS

- 13.1 The University recognizes that the Association's role as a representative body of students may necessitate the publication of newspapers, newsletters and periodicals directed toward its members.
- 13.1.1 The Association publishes in paper format the publications entitled *Steps Magazine* and *The Veg* ("Publication"), a copy of the first and second pages appears in **Appendix D**.

13.1.2 Whether in hard copy or in electronic form, the Publication shall bear the following notice immediately below the Publication's name on the title page:

“Published by the AUS (Arts Undergraduate Society).

13.1.3 The Publication shall print the following notice on the second page or back cover page in at least 9-point font:

“This Publication is published by the Arts Undergraduate Society of McGill University, a student society at McGill University. The content of this publication does not necessarily represent the views of the Arts Undergraduate Society or of McGill University.

13.1.4 The Publication may not display the McGill name, crest or logo in its masthead.

13.2 The Association may distribute the Publication on the Montreal campus at no cost by leaving copies at defined location in the building as designated by the University. The list of Approved Locations appears in **Appendix D**. No changes shall be made to this list without the approval and authorization of the Deputy Provost (Student Life and Learning).

13.3 Off-campus distribution is permitted at those Approved Locations appearing in **Appendix D** and under the following conditions:

- a. no off campus distribution in any other building is permitted without prior written permission of the authorized building manager and authorization from the Deputy Provost (Student Life and Learning);
- b. in no circumstances shall off campus distribution be permitted in public places including sidewalk boxes;
- c. authorization of the Deputy Provost (Student Life and Learning) is revocable upon demand.

The Association must notify the Deputy Provost (Student Life and Learning), in writing, of any change to the Off-Campus distribution locations of the Publication listed in **Appendix D**. Such notification must occur prior to distribution and shall include written permission for such distribution from the owner or manager of such off-campus locations. Any violation of these terms may be considered an event of default.

13.4 The editorial, reporting and advertising content of the Publication is the sole and exclusive responsibility of the Association. It is understood that the University shall not be responsible or liable for the editorial, reporting or advertising content of the Publications.

13.5 Notwithstanding the generality of the foregoing, the permission granted to the Association under this Agreement does not extend to the distribution of commercial flyers and advertisements for third parties; either placed loosely within the Publication or distributed with the Publication (whether or not placed on the newsstands), is strictly prohibited.

- 13.6 It is understood that subject to the provisions in this section, the Association is permitted to produce and distribute to its members at no cost, Association brochures and agendas.

14. BUSINESS ACTIVITIES

The following are the general principles governing the business activities of the Association:

- 14.1 The Association is entitled to engage in the revenue-generating activities as listed in **Appendix E**.

The Association must receive the University's prior written approval for changes in the use of University space for revenue-generating activities as listed in **Appendix E**.

- 14.2 The Association must have the University's prior written agreement in signing any contracts or agreements with external parties, for Association's business purposes that lead to the use of University space and/or facilities by such external parties.

- 14.3 When University space and/or facilities are used for business activities, the University must be reimbursed appropriately for the costs associated with the use of such space and/or facilities; these may include but not be limited to the payment of electricity, janitorial and maintenance charges. The University shall provide the Association details and documents of such charges, upon request.

- 14.4 Any University space or facilities used for business activities may be subject to a lease or other formal arrangement that may include the payment of rent.

- 14.5 The University and the Association will undertake to discuss contracts or agreements with external parties regarding certain business activities which may lead to the recovery of costs for the University as well as generate sufficient income to the benefit of both the University and the Association.

- 14.6 All costs, taxes and fees associated with the use of the space and/or a facility by the Association that may become due resulting from municipal or provincial regulation is the responsibility of the Association.

15. LOCATION

- 15.1 In accordance with its status as a recognized student association, the University shall provide the Association with a room at no charge that shall constitute an office from which to conduct its activities. The location of this room shall be on or around the Montreal campus of the University and shall constitute the Association's principal premises. The current location of this room appears in **Appendix F**.

- 15.2 The University further grants to the Association the use of the University space and/or facilities appearing in **Appendix F** at no charge for the term of this Agreement only for the

stated purpose. No change may be made to the use of the space and/or facilities without the express prior approval of the Deputy Provost (Student Life and Learning).

- 15.3 Any request for additional space shall be made to the Deputy Provost (Student Life and Learning) shall be subject to availability. All such space shall be confirmed in writing by the Deputy Provost (Student Life and Learning) whose confirmation shall constitute an amendment to this Agreement.
- 15.4 The University reserves the right to bill the Association for any extraordinary cleaning or repair necessitated as a result of an Association-sponsored activity in University premises listed in either **Appendix E** or **F**.
- 15.5 Notwithstanding, subject to six (6) months notice, the Association shall vacate the space at the University's request should the University deem it necessary or advisable to use the space for other University purposes.

16. TELEPHONE, MAIL AND E-MAIL

As long as the Association is located in a University building, the Association shall be entitled:

- 16.1 to purchase telephone services from the University, including the "398" exchange number, long distance services, internal switching and University directory listings. No equipment other than that provided by McGill Network and Communications services may be attached to lines provided by McGill
- 16.2 to purchase backbone connectivity and Internet access for their computers. This does not include a right to web casting. This may be subject to a separate agreement.
- 16.3 to use the University's e-mail system subject to the Association, its employees, officers and volunteers respecting University policies including but not limited to the *Code of Conduct for Users of the McGill Computing System*.
- 16.4 Subject to the conditions set out in Articles 6 and 13, the University grants the Association the right to use "McGill" within its domain name <http://www.ausmcgill.com> within the Associations' own independent interactive website.

The Association shall pay for all costs associated with the integration and the use of these systems as set from time to time. Integration in these University systems is a privilege which may be revoked should the University reasonably believe that the Association has used any system in a manner contravening McGill policy.

17. STAFF STATUS

All staff hired by the Association shall have exclusive Association employment status. The working conditions, including payroll, of the Associations staff shall be determined solely by the Association.

18. TEXTBOOKS AND CASEBOOKS

The Association shall not be entitled to sell new or second-hand textbooks or casebooks or other course material unless authorized by the University Bookstore.

19. TERM AND REVIEW

The term of the present agreement is five (5) years beginning on **June 1, 2015** and ending on **May 31, 2020**. Six (6) months prior to the expiration of the term, the parties shall review in good faith the terms and conditions with a view to renew on a mutually agreeable basis. In the event the parties are unable to agree on the terms of renewal, the terms of the present agreement shall end at its term.

20. NOTICE

Any notice to be given by the present Agreement shall be given to the University at its above-mentioned address to the attention of the Deputy Provost (Student Life and Learning) and to the Association to the attention of its President or any available officer should the President not be available.

21. ENTIRE AGREEMENT

This present Agreement constitutes the entire Agreement between the parties pertaining to the subject matter hereof and supersedes and replaces all prior agreements, undertakings, negotiations and discussions of the parties.

22. LANGUAGE

The parties to the present Agreement have requested that the present Agreement and all documents and notices related therewith be drafted in the English language. *Les parties à la présente ont demandé que la présente convention et tout document ou avis y afférent soit rédigés dans la langue anglaise.*

AND THE PARTIES HAVE SIGNED:

**ARTS UNDERGRADUATE SOCIETY OF MCGILL UNIVERSITY INC./
L'ASSOCIATION ÉTUDIANTE DE PREMIER CYCLE DE LA FACULTÉ DES ARTS
DE L'UNIVERSITÉ MCGILL INC**

Per

Jacob Greenspon
President

Date

Per: _____
Vice-President (Finance) Date

McGill UNIVERSITY

Per: _____
Professor Ollivier Dyens Date
Deputy Provost
(Student Life and Learning)

Per: _____
Professor Hudson Meadwell Date
Interim Dean of Arts

APPENDIX A

Association Fee Schedule in accordance with Article 1 of this Agreement

As of September 2014:

All undergraduate students on the Downtown campus

	Arts Undergraduate Society Fee	Arts Improvement Fund	Arts Computer Lab Fund	Arts Student Employment Fund	Arts Undergrad Theatre Fee
Undergraduate students on the Downtown campus,					
Full-time (9 and over credits) - BA students	\$ 13.50	\$ 16.00	\$ 9.80	\$ 6.50	\$ 1.00
Part-time (less than 9 credits) - BA students	\$ 6.75	\$ 8.00	\$ 4.90	\$ 3.25	\$ 0.50
Full-time (9 and over credits) - BA & Sc students	\$ 6.75	\$ 8.00	\$ 4.90	\$ 3.25	\$ 0.50
Part-time (less than 9 credits) - BA & Sc students	\$ 3.38	\$ 4.00	\$ 2.45	\$ 1.63	\$ 0.25

Students in the BA & Sc degree pay ½ of the above fees.

Excluding:

- a) Continuing Education students (i.e. members of MACES)
- b) all exchange students (i.e. who do not pay fees to McGill)

APPENDIX B

Annual Administrative Fee Schedule in accordance with Article 2 of this Agreement

Amount of Association Fees Collected	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020
Less than \$99,999	\$450	\$500	\$550	\$600	\$650
\$100,000-\$149,999	\$800	\$850	\$900	\$950	\$1100
\$150,000-\$199,999	\$925	\$1000	\$1125	\$1250	\$1350
\$200,000-\$249,999	\$1200	\$1250	\$1300	\$1365	\$1450
\$250,000 or more	\$1850	\$1950	\$2100	\$2200	\$2400

APPENDIX C

Documents in accordance with Article 10 of this Agreement

Includes copies of:

- i. Constitution and By-laws
- ii. Annual Declaration of Incorporation 2014
- iii. Copy of the Insurance Certificate 2014
- iv. Copy of the Audited Financial Statements 2014
- v. Copy of the Association's Approved Logo
- vi. Letter of Permission re: SNAX

APPENDIX D

List of On-Campus and of Off-Campus Locations for Distribution of Publications in accordance with Article 13 of this Agreement

- The Publication, *Steps*, shall be distributed in specified locations on the Montreal campus in the following buildings:
 - Leacock Bldg. Ground Floor
 - Arts Bldg. Ground Floor
- The Publication *The Veg* shall be distributed in the AUS Lounge
- Neither Publication shall be distributed off-campus.
- Whether in hard copy or in electronic form the Publication shall include:

“This Publication is published by the Arts Undergraduate Society, a student society at McGill University”. The content of this publication does not necessarily represent the views of the Arts Undergraduate Society or of McGill University.

APPENDIX E

University space and/or facilities granted to the Association in accordance with Article 14.

In accordance with article 14, the following designated space is granted to the Association for revenue-generating activities as follows:

Leacock Bldg. 1st floor - SNAX [291 square feet]

- A. The Association may operate a “grab and go” convenience counter, called SNAX, in the said location.
- i. SNAX provides a “grab and go” service; it may not provide a setting area or stand up counter for eating, at or near the location.
 - ii. SNAX may not provide catering and/or delivery services of any kind. The offerings are “Grab and Go”. SNAX may not sell the offerings outside the SNAX said location, and may not provide catering services of any kind.
 - iii. SNAX may sell only the following items: cold and hot beverages; dry food products, sealed snack and candy products, frozen ice cream.
 - iv. SNAX may not sell any of the following items: computers and computer supplies, books, cigarettes or alcohol of any kind, Danishes, or any kind of processed or prepared foods such as sandwiches, or any kind of hot food.
 - v. AUS agrees to adhere to the principles of Environmental and Sustainability adopted by McGill University in its environmental policy. These principles include: the reduction in the use of energy and materials, the negotiation of environmentally-friendly purchasing contracts where feasible, and the principles of “rethink, reduce, reuse, recycle” with an emphasis on options to reduce and reuse.
- B. The Association may not contract for the management of SNAX to a third party (including any other student association) without the prior express consent of the University.
- C. The Association shall not enter into any contracts related to the operation or management of the SNAX whose term is longer than the term of this present agreement.
- D. The Association must receive the University’s prior written approval from the Deputy Provost (Student Life and Learning) for changes in the use of University space for these revenue-generating activities.
- E. The Association shall conform to
- i) all federal and provincial laws and regulations.
 - ii) municipal rules and regulations,
 - iii) its charter documents, by-laws and constitution, and
 - iv) all applicable university regulations and policies which apply to the use of the buildings.

- F. The Association shall undertake no alternation to the premises without the express prior consent of the University and shall affix no new signs, nor introduce a banner as a concept.
- G. All costs related to, or any municipal fees or taxes that become due as a result of the operation of the revenue generating activities shall be the sole responsibility of the Association.
- H. All revenue-generating activities shall respect any University-wide agreements.
- I. For the term of the Agreement, the Association shall pay the University for the use of the space the following annual fee:

Year	Sq.Ft.	Rate	Total Amount
2015-2016	291	\$16.00/sq.ft	\$4656
2016-2017	291	\$17.00/sq.ft	\$4947
2017-2018	291	\$18.00/sq.ft	\$5238
2018-2019	291	\$19.00/sq.ft	\$5529
2019-2020	291	\$20.00/sq.ft	\$5820

APPENDIX F

University space and/or facilities granted to the Association in accordance with Article 15.

1. In accordance with article 15.1, the University grants the Association the following rooms at no charge. The rooms shall constitute an office from which to conduct its activities and shall constitute the Association's principal premises.

Leacock B-12B (Office)

2. In accordance with article 15.2, the University further grants to the Association the use of the following University space and/or facilities at no charge for the term of this Agreement and for the stated purpose:

Leacock B-12 (Lounge)
B-46 for Storage

No other space is allocated for the Association under this Agreement.

3. It is understood that certain departmental associations have been allocated space for their activities. Space so allocated by various departments to departmental associations is done at the discretion of the Chair and on a year-to-year basis only.
4. All requests by the Association for space or for the re-allocation of space shall be submitted for approval directly to the Deputy Provost (Student Life and Learning). Space may be re-allocated by the University at any time.

Appendix G

LIST OF ASSOCIATION'S GROUPS

PART 1: RECITALS

A. Definitions:

All groups, clubs, services, activities of the Association granted club or services status by the Association shall be referred to collectively herein as “**Groups**”

B. The Association confirms:

- i. that the list below represents the **full list of the Association's Groups** as at February November 1, 2015;
- ii. that names appearing in the first column entitled “**Names**” are the **Names approved by the Association;**
- iii. that the **Description of Purpose** is the purpose approved by the Association for the stated Group, and
- iv. that the dates appearing in the column entitled **Year Approved** are the dates of the creation of the Groups by the Association.

C. The Association acknowledges and accepts that going forward (effective June 1, 2015) all **new** Groups shall adopt one of the following **Approved Forms for Group Names, subject to the category of activity:**

Category I: For Groups other than those affiliated or affiliating with external organizations

- McGill Students [*insert e.g. Investment Club*], or
- McGill [*insert e.g. Marketing; Pakistani*] Students' Association, or
- [*insert e.g. Pakistani*] Students' Society, or
- AUS [*insert*], or
- [*insert e.g. Korean Martial Arts Club*] – AUS

Category II: For Groups affiliated or affiliating with an external organization including political parties

- McGill (Arts) Students for [e.g. Make a Wish], or
- McGill (Arts) Students Supporting [e.g. Make a Wish], or
- McGill Students' Chapter of [e.g. Make a Wish], or
- AUS - [e.g. Make a Wish, Cystic Fibrosis etc.] or
- [e.g. Make a Wish, Cystic Fibrosis etc.] - AUS

Category III For Sports Clubs or Teams

The Department of Athletics and Recreations shall have exclusive use of the name "McGill" in relation to any sport or team, except where permission is granted in writing by the Deputy Provost (Student Life and Learning).

Category IV: For Association Services and Media

- AUS [*insert e.g. tutorial service*], or [*insert e.g. Tutorial Service*] – AUS

- D. The Association shall ensure that all Groups, whether or not permission to use the McGill name in their names has been granted, are made aware of the conditions for the use of the McGill name, word mark, crest and shield, as outlined in **Section 7 and Appendix G** and the Association correct any misuse within two (2) weeks from the Association becoming made aware of the misuse.

Examples of misuse include, but are not limited to: a Group incorporating the McGill name in its name without permission, incorporating the McGill word mark, crest or shield in its name, logo or website, or on the club's sites, materials, or publications.

- E. Those Groups listed below that have the name "McGill" in their names are permitted to continue to use the McGill name in their names only as appearing below and only for the stated purpose. The University reserves the right to withdraw its permission for a club to use the McGill name in the club's name at any time and for whatever reason, upon prior notice to the Association and discussion.
- F. Any change to the list (including any additions or deletions to the list) or change to the name of a club or to its purpose or activity shall be brought to the University's attention by the Association and the change to **Appendix G** shall be confirmed by the Deputy Provost (Student Life and Learning) within two weeks of receiving the notice of change.
- G. Only one email address for each club, group or service may be requested and shall take the form: [initials].aus@mail.mcgill.ca]

Part II: In accordance with Article 6, the following lists the recognized clubs of the Association.

Only those clubs or groups listed below having the name "McGill" in their names are permitted to continue to use the name McGill in their names **as appearing below and only for the stated activity.**

- (a) Permission to use the McGill name, trademark, crest or shield is expressly denied.
- (b) Each Group shall include the following on their website and/or in their advertisements:
"A student group of the AUS (Arts Undergraduate Society of McGill University)"
- (c) AUS will undertake all necessary means to correct any improper use of the McGill name, marks or reference within the shortest delay.
- (d) Names are approved as listed below and are subject to the conditions set out in this Agreement.
- (e) AUS shall ensure that all Groups conform to the conditions set out in this Agreement.

Group email addresses may only take the form: [group initials].aus@mail.mcgill.ca

Any changes to the list (including any additions or deletions), to the name of a club, or to its activity shall be brought to the University's attention and shall be confirmed by the Deputy Provost. McGill reserves the right to withdraw its permission for any club at any time and for whatever reason.

CATEGORY I: FOR GROUPS OTHER THAN THOSE AFFILIATED OR AFFILIATING WITH EXTERNAL ORGANIZATIONS

- McGill Students [*insert e.g. Investment Club*], or
- McGill [*insert e.g. Marketing; Pakistani*] Students' Association, or
- [*insert e.g. Pakistani*] Students' Society, or
- AUS [*insert*], or
- [*insert e.g. Korean Martial Arts Club*] – AUS

1.1 AUS Departmental Associations

Name	Description	Comments
L'Association Générale des Étudiants de Langue et Littérature Françaises (AGELF)	Departmental Association	New
Art History and Communication Studies Students' Association (AHCSSA)	Departmental Association	Formerly Art History Students' Association (AHSA)
Anthropology Students' Association (ASA)	Departmental Association	
African Studies Students' Association (ASSA)	Departmental Association	
Bachelor of Arts and Science Integrative	Departmental	

Council (BASiC)	Association	
Caribbean, Latin American, and Hispanic Studies Students' Association (CLASHSSA)	Departmental Association	
Classics Students' Association (CSA)	Departmental Association	
Canadian Studies Association of Undergraduate Students (CSAUS)	Departmental Association	
Department of English Students' Association (DESA)	Departmental Association	
East Asian Studies Students' Association (EASSA)	Departmental Association	
Economics Students' Association (ESA)	Departmental Association	
German Students' Association (GSA)	Departmental Association	Listed incorrectly in former Appendix G as German Studies Students' Association (GSSA)
Gender, Sexual Diversity, and Feminist Studies Students' Association (GSDFSSA)	Departmental Association	Formerly Women's Studies Students' Association (WSSA)
History Students' Association (HSA)	Departmental Association	
International Development Studies Students' Association (IDSSA)	Departmental Association	
Italian Studies Students' Association (ISSA)	Departmental Association	New
McGill Environment Students' Society (MESS)	Departmental Association	
Middle East Studies Students' Association (MESSA)	Departmental Association	
McGill Industrial Relations Association (MIRA)	Departmental Association	Grandfathered; ensure description states "student

		society”
McGill Psychology Students’ Association (MPSA)	Departmental Association	
McGill Undergraduate Geography Society (MUGS)	Departmental Association	
Philosophy Students’ Association (PSA)	Departmental Association	
Political Science Students’ Association (PSSA)	Departmental Association	
Religious Studies Undergraduate Society (RSUS)	Departmental Association	
Russian Undergraduate Students’ Society (RUSS)	Departmental Association	New
Society of Linguistics Undergraduates of McGill (SLUM)	Departmental Association	
Sociology Students’ Association (SSA)	Departmental Association	
Society of Undergraduate Mathematics Students (SUMS)	Departmental Association	

Note: Deletions from previous Appendix G: Humanistic Studies Students’ Association (HSSA), Jewish Studies Students’ Association (JSSA)

1.2 AUS Committees

Name	Description	Comments
Arts Undergraduate Society Fine Arts Council (AUS FAC)	Committee of the AUS supporting Fine Arts initiatives on campus	
Arts Undergraduate Society Environmental Council (AUSec)	Committee of the AUS supporting green initiatives of the AUS and encouraging sustainable practices/awareness	
<u>AUS-</u> First Year Events, Academic, and	First-year committee of the AUS to represent and	See revision

Representative Council (FEARC)	plan events for first-year AUS members	
<u>AUS</u> - Equity Committee	Committee of the AUS supporting the promotion of inclusivity and anti-oppression within the AUS	See revision
<u>AUS</u> - Arts Community Engagement Committee (ACE Committee)	Committee of the AUS supporting the community engagement and philanthropic endeavors of the AUS	See revision

CATEGORY III: AUS SPECIAL INTEREST GROUPS OTHER THAN THOSE AFFILIATED OR AFFILIATING WITH AN EXTERNAL ORGANIZATION

Name	Description	Comments
<u>AUS</u> - Arts4Art	Special interest club of the AUS that puts on an annual fine arts showcase event	See revision
<u>AUS</u> - Fridge Door Gallery (FDG)	Special interest club of the AUS that puts on one art vernissage per semester of student-submitted artwork and gives students experience with curation	See revision
Arts Undergraduate Theatre Society (AUTS)	Special interest club of the AUS that puts on annual musical theatre performances for and with Arts undergraduates	
<u>AUS</u> - Student Association of World Cinemas (SAWC)		See revision

CATEGORY IV: AUS PUBLICATIONS AND MEDIA

In addition to the conditions set out above, for all, the websites and all advertisements, whether in print or electronic form, the following shall include

- i. The Association’s logo
- ii. The approved name of the Publication as appearing below
- iii. The following statement:
 For all publications:
“Published by the AUS (Arts Undergraduate Society)”
- iv. the following notice on the second page or back cover page in at least 9-point font, or on the Publication’s website:
“This Publication is published by the AUS (Arts Undergraduate Society)” . The content of this publication does not necessarily represent the views of the AUS or of McGill University.

AUS shall ensure the Associations Groups shall conform to the conditions set out in this Agreement.

Names are approved as listed below and are subject to the conditions set out in this Agreement.

Name	Description	Comments
<i>The VEG</i>	Publication for student-submitted work	Ensure description states “published by AUS an undergraduate student society of McGill University”
<i>STEPS Magazine</i>	Publication for student-submitted work, with emphasis on poetry, prose, art	Ensure description states “published by AUS an undergraduate student society of McGill University”
<i>Leacock’s Online Magazine</i>	Online publication, with emphasis on food, fashion, and creativity	Ensure description states “published by AUS an undergraduate student society of McGill University”

Email Addresses:

An e-mail address, in the form of position.aus@mail.mcgill.ca shall be assigned to the following Association Executives:

- President
- Academic
- Communications
- Events
- External
- Finance
- Internal