

Mr. Jacob Greenspon
President
Arts Undergraduate Society
Arts Building
855 Sherbrooke Street west room b12B

SUBJECT: Temporary Permission to sell food offerings by the AUS through SNAX

Dear Jacob,

The recently executed Memorandum of Agreement (MOA) between the University and Arts Undergraduate Society (AUS) allows the Association to operate a convenience counter, called SNAX, under limited conditions. The University is prepared to grant permission to the AUS to sell sandwiches and pastries at SNAX for a **limited trial period ending December 2016** (approximately 18 months) under the following conditions:

1. SNAX may sell only pre-packaged sandwiches, pre-packaged baked pastries, salads, and pre-packaged vegetables obtained from a legally registered food supplier, approved in advance by Student Housing and Hospitality Services (SHHS) on the basis of the food supplier being legally registered and compliant with relevant health and safety regulations, and confirmed in writing by the Deputy Provost (“the Offerings”).

The Offerings must be wrapped and identified with the approved food supplier’s business name and a “best before” date on the wrapping. This permission is limited to pre-packaged sandwiches only (i.e. food item placed between two slices of bread or made into a wrap), and pre-packaged baked pastries (such as, Danishes and croissants).

In addition to the Offerings, SNAX may sell canned or bottled non-alcoholic cold beverages, hot coffee, dry snack products, candy products, packaged frozen ice cream.

2. SNAX will comply with all conditions for food handling, storage, display, sale and disposal, and all such other conditions for health and safety, pest control and garbage containment and disposal, and such other University’s building regulations and other conditions specified in the MOA. AUS and SNAX will be able to ask SHHS what those regulations are.
3. SNAX is a “Grab and Go” convenience counter. No cooking or food preparations of any kind (including wrapping) may take place on the SNAX location.

It may not sell the Offerings outside the SNAX location, and may not provide catering

services of any kind. SNAX may not create a seating area outside the SNAX location nor introduce a banner as a concept.

4. All sales must be registered and all applicable taxes added. AUS will install, at its own cost, a Point Of Sale system with the SRM (device developed by *Revenu Québec*) as mandated by the Quebec Government. The SRM is an ultra-secure microcomputer that plugs into a cash register or Point-Of-Sale system and a receipt printer. The device receives data of transactions records (including sales and taxes) to *Revenu Québec* in its secure memory and transmits the information required to print bills bearing a barcode and a unique digital signature that guarantee each bill's authenticity. The SRM connects to *Revenu Québec*'s central database. For more information: http://www.revenuquebec.ca/en/a-propos/evasion_fiscale/restauration/mev/
5. SNAX will be subject to *ad hoc* inspections for compliance with the terms of this permission. The inspection will take place without prior notice, and conducted by McGill staff and/or a third party chosen by McGill Student Housing and Hospitality Services (SHHS) for such purposes. All inspections for compliance with food handling, storage, display, sale and disposal, and for health and safety, pest control and garbage containment and disposal, must be performed by qualified and legally registered inspection personnel.
 - Where the first inspection fails, the AUS will have 15 working days to correct the situation.
 - Where the second inspection fails, this permission will end and AUS will lose all privileges granted to SNAX through this special permission.

The AUS will pay the cost of the second inspection and all ensuing follow-up inspections performed by a third party chosen by SHHS and AUS. A copy of all inspection reports, including those from the city of Montreal, will be sent to AUS and the SHHS.

Any act, omission, or infraction will constitute a default and will be communicated by the University (notice of default) will result in the immediate suspension of this permission and trial arrangement. Where the infraction relates to health and safety, and taxation issues, AUS will cease all food offerings.

The default must be corrected to the University's satisfaction within the stated period (15 working days). If corrected, the suspension will be lifted and the permission will be re-instated. If not corrected, the suspension will result in the termination of this permission

6. AUS will remain directly responsible, and accountable for all activities of SNAX. All other conditions set out in the AUS' MOA will apply (including, but not limited to, the use of the McGill name, the interdiction to sub-contract the space or activity, conditions in Appendix E of the MOA, etc.). The sales of SNAX will be included in the audited financial statement of AUS

Subject to the compliance by the AUS of all the conditions set out in this letter of permission contained in the Memorandum of Agreement, this permission may be extended at the University's discretion on similar or modified conditions until the end of the MOA (**30 April 2020**). Any extension shall be evidenced in writing by the University.

Yours truly,

Professor Ollivier Dyens
Deputy Provost (Student Life and Learning)

c.c. Professor Hudson Meadwell, Interim Dean of Arts
Mathieu Laperle, Student Housing and Hospitality Services (SHHS)
Vilma Di Rienzo-Campbell, Director and Senior Policy Advisor

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