

Changes in Proposed AUS-McGill Memorandum of Agreement

Below are the new sections added to this draft MOA, compared to the previous MOA (which commenced in 2010 and expired in May 2015). If only some sub-sections were added to a section, those sub-sections are highlighted. However, most of the main changes in the MOA concerned AUS SNAX and are contained in a new document, the SNAX Letter of Permission, which is attached separately to the AUS Council documents for Jan 27th, 2016 (found at <http://ausmcgill.com/updates/legislative-council/>)

Additions to MOA:

- 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 Associations' 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."

- 6.6 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
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- 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.
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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.

APPENDIX B

NEW: 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

Compare to OLD Administrative Fee Schedule:

<u>Association Fee Collected</u>	<u>Annual Administrative Fee</u>
less than \$10,000	0
\$10,000 - \$ 49,999	\$ 100
\$50,000 - \$ 99,999	\$ 250
\$100,000 - \$ 149,999	\$ 500
\$150,000 or more	\$1,000

Annual Fee may not increase by more than 5 per cent per year.

APPENDIX E

- 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

Comment: While rent on the SNAX Space is increasing per year, it is actually at the same rate as in the previous MOA (\$1 per square foot, or \$291 total per year)