

**MEMORANDUM OF AGREEMENT made and entered into on October 4th, 2017 in the City and District of Montreal, Province of Quebec.**

**BY and BETWEEN:**

**STUDENTS' SOCIETY OF MCGILL UNIVERSITY**, a corporation duly incorporated under the laws of the Province of Québec, having its principal place of business at 3600 McTavish Street, Room 1200, Montréal, Province of Québec, H3A 1Y2, herein represented by and Arisha Khan, Vice-President (Finance), and Ryan Hughes, General Manager duly authorized as they so declare  
(hereinafter referred to as "SSMU")

**AND:**

**MEDICAL STUDENTS SOCIETY OF MCGILL UNIVERSITY**, a corporation duly incorporated under the laws of the Province of Québec, having its principal place of business at the Meredith Annex, Room 112, 3706 Peel Street, Montreal, Quebec, H3A 1W9 Canada herein represented by Liang Chen, duly authorized as they so declare  
(hereinafter referred to as "MSS")

**AND:**

**ENGINEERING UNDERGRADUATE SOCIETY OF MCGILL UNIVERSITY**, a corporation duly incorporated under the laws of the Province of Québec, having its principal place of business McConnell 7, 3480 Rue University, Montréal, QC, H3A 0E9 Canada herein represented by Jessica McAvoy, duly authorized as they so declare  
(hereinafter referred to as "EUS")

**AND:**

**EDUCATION UNDERGRADUATE SOCIETY OF MCGILL UNIVERSITY**, a corporation duly incorporated under the laws of the Province of Québec, having its principal place of business at the 3700 McTavish Street, Québec, H3A1Y2, Canada herein represented by George Roumeliotis, duly authorized as they so declare  
(hereinafter referred to as "EdUS")

*JL* *[Signature]* *LN* *[Signature]* *BB* *ATT* *G.R.* *[Signature]* *SS*  
*A.c* *AP*

**AND: MANAGEMENT UNDERGRADUATE SOCIETY OF MCGILL UNIVERSITY**, a corporation duly incorporated under the laws of the Province of Québec, having its principal place of business at 1001 Rue Sherbrooke O #039, Montréal, QC H3A 1G5, Quebec, Canada herein represented by Alexandre Perron, duly authorized as they so declare (hereinafter referred to as "MUS")

**AND: ARTS UNDERGRADUATE SOCIETY OF MCGILL UNIVERSITY**, a corporation duly incorporated under the laws of the Province of Québec, having its principal place of business in Leacock B-12 - 855 W Sherbrooke St, Montreal, QC, H3A 2T7 Canada herein represented by Erik Patridge, duly authorized as they so declare (hereinafter referred to as "AUS")

**AND: SCIENCE UNDERGRADUATE SOCIETY OF MCGILL UNIVERSITY**, a corporation duly incorporated under the laws of the Province of Québec, having its principal place of business at Burnside Hall, Room 1B21, 805 Sherbrooke St. W., Montreal, QC H3A 2K6 Canada herein represented by Jasmine Leung duly authorized as they so declare (hereinafter referred to as "SUS")

**AND: BACHELOR OF ARTS AND SCIENCE INTEGRATIVE COUNCIL**, a corporation duly incorporated under the laws of the Province of Québec, having its principal place of business in the Leacock Building 114B 855 Sherbrooke St. W. Montréal, QC H3A 2T7 Canada herein represented by Lauren Nagel, duly authorized as they so declare (hereinafter referred to as "BASiC")

**AND: PHYSICAL AND OCCUPATIONAL THERAPY UNDERGRADUATE SOCIETY**, a corporation duly incorporated under the laws of the Province of Québec, having its principal place of business at the Davis House, 3654 Promenade Sir William Osler Montreal, Quebec, Canada herein represented by Jenujah Vadivel duly authorized as they so declare (hereinafter referred to as "POTUS")

A-C

JL [Signature] LN [Signature] LE [Signature] BB [Signature] G.R. [Signature] LS [Signature] SAAAT

**AND:**

**MUSIC UNDERGRADUATE STUDENTS' ASSOCIATION,**  
a corporation duly incorporated under the laws of the  
Province of Québec, having its principal place of  
business 555 Sherbrooke West, H3A 1E3,  
Montreal, Quebec, Canada herein represented by Anna  
Humphrey, duly authorized as they so declare  
(hereinafter referred to as "MUSA")

**AND:**

DENTAL Students' Society, a corporation duly  
incorporated under the laws of the Province of  
Québec, having its principal place of business at 2001  
McGill College Street, Suite 100, Montreal, QC,  
Canada, H3A 1G1 herein represented by Arij Kazmi, *Allen*  
duly authorized as they so declare (hereinafter *Chen A.L*  
referred to as "DSS").

**AND:**

LAW Students' Association, a corporation duly  
incorporated under the laws of Quebec, having its  
principal place of business at 3644 Peel Street,  
Montreal, Quebec, Canada, H3A 1W9, hereinafter  
represented by Béatrice Bull, duly authorized as they  
so declare (hereinafter referred to as "LSA").

**AND :**

NURSING UNDERGRADUATE SOCIETY, a corporation  
duly incorporated under the laws of the Province of  
Québec, having its principal place of business 680  
Sherbrooke West, Suite 1923 Montreal, Quebec,  
Canada, herein represented by Jacob Shannon, duly  
authorized as they so declare (herein referred to as  
"NUS")

**WHEREAS** SSMU is the student-owned and administered society responsible for  
student campus life and activities;

*JL LN LL BB G.R. CB JS cat* *A.C.*

**WHEREAS** all present parties as well as Lassman Studios Photography have signed an exclusive agreement for graduate photography on the McGill University Campus for a three year period commencing on June 30<sup>th</sup>, 2018;

**WHEREAS** all present parties wish to ensure amongst themselves the distribution of a \$5 rebate on the \$10 sitting fee(per paid student photographed) as stipulated in the agreement with Lassman Studios Photography<sup>1</sup>;

**WHEREAS** all present parties wish to ensure amongst themselves the distribution of each faculty's respective composite as stipulated in the agreement with Lassman Studios Photography;

THE PARTIES AGREE ON THE FOLLOWING:

**DISTRIBUTION OF SITTING FEE REBATE**

The fair and equal distribution of the \$10 (per paid student photographed) sitting fee rebate will be based on the distribution of the number of students that sit for photography broken down by faculty on a yearly basis, to align with the respective school year in which the photographs were taken. In consideration for the fact that both BASiC and POTUS are interveners on this agreement, any photographs taken of BASiC or POTUS members will be considered part of the distribution breakdown, and the appropriate amount will be distributed to BASiC and POTUS.

The SSMU President will have the obligation to distribute these rebates based on a detailed report outlining the distribution of the number of students that sit for photography by faculty as provided by Lassman Studios Photography as stipulated in the agreement with Lassman Studios Photography.

**DISTRIBUTION OF GRADUATION PHOTO ORDER PACKAGES**

The fair and equal distribution of the graduation photo order packages will be based on a standard distribution of two (2) packages for each faculty association signed below, as well as for each of BASiC and POTUS as stipulated in the agreement with Lassman Studios Photography.

The SSMU President will have the obligation to distribute these packages on a yearly basis, to align with the respective school year in which the photographs were taken.

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<sup>1</sup> See Appendix A

Handwritten signatures and initials in blue ink: JL, JZ, LN, JL, BB, GR, A.C., B, AH, AH.

**DISTRIBUTION OF FACULTY COMPOSITES**

Each faculty association signed below, as well as each of BASiC and POTUS, shall receive one (1) 11"x14" complimentary faculty society composite as stipulated in the agreement with Lassman Studios Photography.

The SSMU President will have the obligation to distribute these composites on a yearly basis, to align with the respective school year in which the photographs were taken.

**TERM**

These presents shall come into effect immediately and terminate June 30<sup>th</sup>, 2018.

That the parties hereby declare that they have expressly requested that this Memorandum of Agreement be drafted in the English Language. Les parties reconnaissent avoir exigé et consenti à ce que cette convention ainsi que tous documents, avis, correspondance et procédures légales consécutifs à, ayant rapport directement ou indirectement avec, faisant partie ou découlant de cette convention soient rédigés en anglais seulement.

**RENEWAL:**

This agreement shall be reviewed in February 2018 and if all parties agree, the Agreement shall be renewed under the same terms for an additional 2 years thereby adding 2018-2019 and, 2019-2020 to the terms of the Agreement.

**IN WITNESS WHEREOF** the parties have signed on 10/05/2017

STUDENTS' SOCIETY OF MCGILL  
UNIVERSITY

Per: \_\_\_\_\_  
Name: Arisha Khan  
Title: Vice-President Finance

Per: \_\_\_\_\_

JL [Signature] LN [Signature] BB [Signature] A.C [Signature] G.R [Signature] 5 [Signature] AA [Signature]

Name: \_\_\_\_\_  
Title: Ryan Hughes  
General Manager

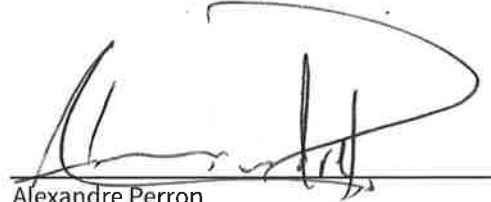
Medical Students Society of McGill  
University

Per:  10/14/17  
Name: Liang Chen  
Title: President

Engineering Undergraduate Society

Per:  Oct 23rd, 2017  
Name: Jessica McAvoy  
Title: President

Management Undergraduate Society

Per:   
Name: Alexandre Perron  
Title: President

Arts Undergraduate Society

JL  LN A.C.  BB  att  
GR SS

Per:

Name: Erik Partridge

Title: President

Music Undergraduate Students'  
Association

Per:

Name: Anna Humphrey

Title: President

Science Undergraduate Society

Per:

Name: Jasmine Leung

Title: President

11-6-17

Bachelor of Arts and Science Integrative  
Council

Per:


Name: Lauren Nagel

Title: President

10/11/17

JL LN BB A-C  
G.R. att


Physical and Occupational Therapy  
Undergraduate Society






Per:  Liam Bienstock  
Name: ~~Jenijah Vadivel~~ LIAM BIENSTOCK LB  
Title: President

Dental Students' Society

Per:   
Name: Arij Kazmi ALLEN CHIEN  
Title: President

Law Students' Association

Per:  10/10/2017  
Name: Béatrice Bull  
Title: President

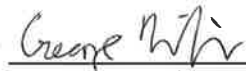
JL  LN  A.C.  CB<sup>8</sup>  GR 




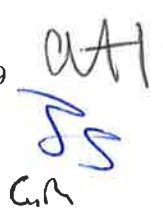


Nursing Undergraduate Society

Per:  10/05/17  
Name: Jacob Shannon  
Title: President

Education Undergraduate Society

Per:  10/10/17  
Name: George Roumeliotis  
Title: President

JL  LN  BB  A.C. <sup>9</sup>  CAH  
C.M.

Appendix A

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Photography Service Agreement

**Between:**

Students' Society of McGill University, hereafter referred to as the **SSMU** and Stephen Lassman Studios Photography LTD., hereafter referred to as **Lassman Studios Photography**, for the academic years of 2017-2018, 2018-2019, 2019-2020, and 2020-2021.

**Guarantee:**

All photography and printed portraits/products are guaranteed to the complete satisfaction of the photographed student.

**Workmanship Guarantee:**

Where reasonable photographic discrepancies exist (i.e. defects in workmanship) **Lassman Studios Photography** agrees to remake or retake the associated photos at no cost to the student, or to refund the full purchase price of the photo package. In such cases, **Lassman Studios Photography** will also cover the cost of any associated shipping and handling fees.

**Satisfaction Guarantee:**

JL for YN LC A.C BB OAH B<sup>10</sup> ah SS

Where a Student expresses dissatisfaction with their proofs, or the end product, and where such dissatisfaction is not due to defects in workmanship, **Lassman Studios Photography** will offer to remake or retake such photos in a timely manner and at no cost to the student. For the purposes of clarification, and without limiting the foregoing guarantee, **Lassman Studios Photography** will not be required to remake portraits due to a customer's change in pose selection, quantity of photographs ordered, or the size or finish of portraits, or where a customer is not pleased with their own physical appearance.

**Lassman Studios Photography** undertakes to provide the following services:

**Photography service:**

1. To provide an appointment of 10 minutes for each student
2. To handle all proofs and orders via **Lassman Studios Photography** website and mail, not through the **SSMU**.
3. To charge a Sitting fee of \$13.00 including taxes
4. To offer a \$5.00 (per photographed and paid student) rebate to the **SSMU**.
  - 4.1. The rebate will include detailed reporting illustrating the number of students photographed for each faculty. The **SSMU** will be responsible for distributing respective rebates to individual faculties.
5. To provide a minimum of ten (10) proofs and one (1) digital high resolution class composite for each student.
  - 5.1. Printing composites will be available for purchase on Lassman's website for \$10.00 (tax included) each and they will be available at SSMU for pickup during convocation days.
6. To offer complimentary retakes and retouching at no cost.
7. To notify to **SSMU** of any price change to the product listing. (see Appendix A)
8. To offer digital package with Hi Resolution photos:
  - 8.1. \$50 for each pose individually (Blue background)
  - 8.2. \$150 for 8 poses (Blue background)
  - 8.3. \$195 for all poses (Blue background)

**Advertising:**

9. To arrange all advertising appertaining to the photographic program.
  - 9.1. All advertising content, including, but not restricted to, social media posts, listserv announcements, blog articles, posters, website announcements, newspaper announcements, imagery, posters and video will be provided by **Lassman Studios Photography**.
  - 9.2. The newspaper announcements will be coordinated by **Lassman Studios Photography** directly with the student newspaper entity: quotation, payment and submission.
  - 9.3. All advertising content will be submitted to the Communications and Publications Manager of the **SSMU** at [cpm@ssmu.mcgill.ca](mailto:cpm@ssmu.mcgill.ca) or a designated authority chosen by the **SSMU**.

JL A LN A-C JL OAH BB UB<sup>11</sup> SS  
C.R.

### Composites:

10. To provide **SSMU** all digital composites for the website.
  - 10.1. In case of modification, **Lassman Studios Photography** will provide **SSMU** with the updated file.
  - 10.2. All photographs will be submitted to the Communications and Publications Manager of the **SSMU** at [cpm@ssmu.mcgill.ca](mailto:cpm@ssmu.mcgill.ca) or a designated authority of the **SSMU**.
11. To provide the master composite(s), *where applicable*, mounted and framed at no charge.
  - 11.1. The dimensions and specification will be provided by each faculty directly to **Lassman Studios Photography** and any size larger than 11" x 14" will be subject to additional costs.
12. To offer the **SSMU** group portraits, whereby **Lassman Studios Photography** will photograph the **SSMU** Employees and Executive Officials at times that are mutually satisfactory to both parties.
  - 12.1. To provide the **SSMU** (2) 11" x 14" mounted prints.
  - 12.2. All photographs will be submitted to the Communications and Publications Manager of the **SSMU** at [cpm@ssmu.mcgill.ca](mailto:cpm@ssmu.mcgill.ca) or a designated authority of the **SSMU**.
13. To offer each faculty one (1) complimentary mosaic, whereby **Lassman Studios Photography** will photograph the Executive Officials at times that are mutually satisfactory to both parties.
  - 13.1. To provide to one (1) 11" x 14" printed mosaic if requested by the department or faculty.
  - 13.2. To deliver the printed mosaic back to the department or faculty directly.

### Discounts:

14. To offer all graduating photographed McGill students a complementary 5x7 print as an early order bonus. To be ordered within 3 weeks of images being posted online.
15. To offer all graduating photographed McGill students a \$10 online credit when packages are ordered. To be ordered within 3 weeks of images being posted online.
16. To offer all graduating photographed students a 20% discount off our entire pricelist as an early order bonus. To be ordered within 3 weeks of images being posted online.
17. To offer the option for SSMU to hand out 10 complimentary packages (see 8.3), valued at \$200 per package.

### Room Rental:

18. To provide a schedule for photographing during the academic year on or before July 13, 2017, 2018, 2019 and 2020 respectively.

JL LN LC BB UB<sup>12</sup> CAT V  
A.C.  
G.R. B

18.1. Fees and condition of the rental will be detailed in a Room Rental contract provided by the Events Manager and revised every year for renewal. The schedule for photography will be provided to the Events Manager at [asangiovanni@ssmu.ca](mailto:asangiovanni@ssmu.ca) and the Communications and Publications Manager at [cpm@ssmu.ca](mailto:cpm@ssmu.ca)

**LinkedIn Professional Headshots:**

19. To provide professional headshots for non-graduating students and McGill staff members.

19.1 Photography appointments to be offered each day we are at the school for the scheduled graduation portrait sessions.

19.2 Photography appointments will cost \$13.00 (tax included)

19.3 Students/Staff will be able to download the images within 24 hours of their session.

20. To provide separate LinkedIn professional shoots, free of charge, for the LifeAyd / CaPS event(s) (limited to 1 session per semester). Room bookings to be organized by SSMU and provided at no charge.

The **SSMU** undertakes to provide:

1. Assistance in advertising the photography service on and/or within **SSMU** owned or managed property or media outlets (Website, posters, email, social media, etc.) when applicable laws, regulations, policies and/or rules permit such activity.

**Rights:**

1. The **SSMU** reserves the right to prohibit, alter and/or schedule any and all advertising content submitted by **Lassman Studios Photography**.
2. The **SSMU** will not be responsible for advertising on or within property or media outlets not owned and/or managed by the **SSMU**.
3. The **SSMU** reserves the right to change the location and configuration of the photography room at any time throughout the academic year.
4. The **SSMU** will not be held responsible for any disruption to the photography advertising schedule or loss of photography room location in the event of emergency or disaster.
5. If **SSMU** and/or **Lassman Studios Photography** has breached any term of this agreement and such default is not remedied within 30 days of the other party requesting that such default be remedied, this agreement will be terminated after giving a minimum of 60 days notice..

**Non-Responsibility:**

A.C  
LN  
JL  
AA  
BB  
BB<sup>13</sup>  
SS  
C.R.

1. **Lassman Studios Photography** shall hold harmless the **SSMU**, its agents and its affiliate organizations from and against any and all claims, demands or causes of action arising from photographic services.
2. The **SSMU**, its agents, directors, representatives, and affiliate organizations shall not be responsible for any bodily injury or loss or damages arising to any property of **Lassman Studios Photography** on the SSMU premises.
3. To provide Certificate of Insurance each consecutive year.

**Use of Name:**

1. The use of the name **SSMU**, Students' Society of McGill University, McGill University, or any similar name in connection to the photographic services is prohibited unless otherwise specified in the articles of this Agreement and/or permission is provided by the President of the **SSMU**.

**Language:**

1. The **SSMU** and **Lassman Studios Photography** declare that they have requested the present agreement and all other documents relating thereto to be drawn up in English.
2. L'ÉUM et le Commanditaire reconnaissent avoir requis que cette convention ainsi que les écrits qui s'y rapportent soient rédigés en anglais.

**Renewal:**

This agreement shall be reviewed in February 2020 and if both parties agree, the Agreement shall be renewed under the same terms for an additional 3 years thereby adding 2021-2022, 2022-2023, and 2023-2024 to the terms of the Agreement, subject to the head lease renewal.

**LASSMAN STUDIOS PHOTOGRAPHY IS HEREBY DESIGNATED THE EXCLUSIVE PORTRAIT PHOTOGRAPHER AND IS AUTHORIZED TO PROVIDE THE SERVICES LISTED ABOVE.**

Dated this \_\_\_\_ day of \_\_\_\_\_, 2017

**NAME:** \_\_\_\_\_  
Representative from **SSMU**

**NAME:** \_\_\_\_\_  
Representative from **SSMU**

**NAME:** Garry Lassman  
Representative for **Lassman Studios Photography**

*Handwritten signatures and initials:*  
 A C  
 JL  
 HW  
 HC  
 OLA 14  
 BB UB  
 AS  
 GR

A.C

*[Handwritten signature]*

LN *[Handwritten signature]* BB

LD SS<sup>15</sup> G<sub>1</sub>R

