Federation of Students’ Board Agenda

Regular Meeting

Teleconference System

Chair: CHAIRMAN PLANTE  Secretary: SECRETARY EASTON

ATTENDANCE

Please convey regrets to the Chair of the Board at chair@feds.ca.

Expected Attendees:

- President Beauchemin
- General Manager Burdett+
- Director De Sousa
- Secretary Easton
- Director Eyre
- Vice President Fitzpatrick
- Vice President Gerrits
- Director Hunte
- Chairman Plante
- Director Simpson
- Director Town
- Vice President Velling

+ Non-Voting Resource Member

Expected Absences:

- None

ORDER OF BUSINESS

Public Session

1.0 Preliminaries

1.1 Call to Order (Attention) .......................................................
1.2 Approval of the Agenda (Assumed) ..............................................
1.3 Territorial Acknowledgement (Information) .................................
1.4 Oral Conflict of Interest Declaration (Information) ........................
1.5 Remarks of the Chair (Information) .............................................

Consent Agenda

Consent Agenda

2.0 Minutes
2.1 October 10, 2019 Regular Meeting ........................................ 5
2.2 November 8, 2019 Regular Meeting ...................................... 5
2.3 December 2, 2019 Regular Meeting ....................................... 5
2.4 January 16, 2020 Regular Meeting ....................................... 5
2.5 February 13, 2020 Regular Meeting ...................................... 5
2.6 March 3, 2020 Special Meeting ........................................... 5
2.7 March 8, 2020 Emergency Meeting ....................................... 5
2.8 March 10, 2020 Regular Meeting .......................................... 5
2.9 March 18, 2020 Emergency Meeting ..................................... 5
2.10 March 29, 2020 Emergency Meeting .................................... 5

3.0 Reports................................................................................. 6
  3.1 Executive Reports .............................................................. 6
  3.2 Committee Reports ............................................................ 6

4.0 Procedure Amendments ..................................................... 7

Regular Agenda......................................................................... 7

5.0 Business Arising from the Minutes ....................................... 7
  5.1 Societies Agreement (Decision) .......................................... 7

6.0 General Orders...................................................................... 8
  6.1 UPASS Agreement (Decision) ........................................... 8
  6.2 Adoption of New Committees of Board Procedure (Decision) ........................................... 8
  6.3 Adoption of New Reserves and Reserve Fund Procedure (Decision) ........................................... 8
  6.4 Rescission of MathSoc Audit (Decision) ................................ 9

7.0 Other Business..................................................................... 9

Confidential Session (Decision) .................................................. 9

8.0 Preliminaries........................................................................ 9
  8.1 Approval of the Agenda (Assumed) ..................................... 9
  8.2 Oral Conflict of Interest Declaration (Information) ............... 9
  8.3 Remarks of the Chair (Information) .................................... 9

Consent Agenda.......................................................................... 9

9.0 Minutes................................................................................. 10
  9.1 October 10, 2019 Regular Meeting ..................................... 10
  9.2 November 8, 2019 Regular Meeting ................................... 10
  9.3 December 2, 2019 Regular Meeting .................................... 10
  9.4 January 16, 2020 Regular Meeting ..................................... 10
  9.5 February 13, 2020 Regular Meeting .................................... 10
  9.6 March 10, 2020 Regular Meeting ........................................ 10
9.7 March 18, 2020 Emergency Meeting ................................................. 10
9.8 March 29, 2020 Emergency Meeting ................................................. 10

10.0 Reports ............................................................................. 10
   10.1 Executive Reports ............................................................ 10
   10.2 Committee Reports .......................................................... 11

11.0 General Orders .................................................................. 11
   11.1 Proposal for Cost Recovery of Ancillary Operations and Overhead Departments (Decision) ................................................. 11
   11.2 Financial Position & Suspension of Board Procedure 6 (Decision) ................................................................. 11
   11.3 Internal Loan Approval (Decision) ........................................... 11
   11.4 Extension of Coverage for Graduating Students (Decision) ........................................................................... 11
   11.5 Transit Disruption Liability Reserve (Decision) ......................... 11

12.0 Other Business .................................................................. 11

Public Session (Decision) ............................................................... 12

13.0 Announcements (Information) ...................................................... 12

14.0 Adjournment (Decision) .............................................................. 12
Public Session

1.0 Preliminaries

Adding items to the agenda requires a two-thirds vote.

1.1 Call to Order

The Chair calls the meeting to order at 1:00 PM.

1.2 Approval of the Agenda

The Chair assumes the Agenda.

1.3 Territorial Acknowledgement

Pursuant to Federation Policy 50, Indigenous Engagement and Inclusivity, the Federation of Students’ Board of Directors acknowledges:

"The University of Waterloo is on the traditional territory of the Neutral, Anishnaabeg, and Haudenosaunee peoples. The University of Waterloo is situated on the Haldimand Tract, land promised to the Six Nations, which includes six miles on each side of the Grand River."

1.4 Oral Conflict of Interest Declaration

In accordance with Procedure 2, §II(6), the Chair poses the following question:

"In relation to any of the items of business on the agenda for this meeting, does any Director have an actual, perceived, or potential conflict of interest?"

1.5 Remarks of the Chair

Welcome to incoming Directors who have been formally invited to this meeting, as per the motion adopted at the last Board meeting. Incoming Directors will be permitted to ask questions of the Board, where recognized by the Chair.

Consent Agenda

Motion: To approve or receive for information by consent the items 2-4 below.
2.0 MINUTES

2.1 OCTOBER 10, 2019 REGULAR MEETING
(Decision) Note: Please refer to the draft minutes on Sharepoint.

2.2 NOVEMBER 8, 2019 REGULAR MEETING
(Decision) Note: Draft minutes have not yet been received.

2.3 DECEMBER 2, 2019 REGULAR MEETING
(Decision) Note: Draft minutes have not yet been received.

2.4 JANUARY 16, 2020 REGULAR MEETING
(Decision) Note: Draft minutes have not yet been received.

2.5 FEBRUARY 13, 2020 REGULAR MEETING
(Decision) Note: Draft minutes have not yet been received.

2.6 MARCH 3, 2020 SPECIAL MEETING
(Decision) Note: Draft minutes have not yet been received.

2.7 MARCH 8, 2020 EMERGENCY MEETING
(Decision) Note: Draft minutes have not yet been received.

2.8 MARCH 10, 2020 REGULAR MEETING
(Decision) Note: Draft minutes have not yet been received.

2.9 MARCH 18, 2020 EMERGENCY MEETING
(Decision) Note: Draft minutes have not yet been received.

2.10 MARCH 29, 2020 EMERGENCY MEETING
(Decision) Note: Draft minutes have not yet been received.
3.0 REPORTS

3.1 EXECUTIVE REPORTS

Each executive will provide an oral report.

1. President (Beauchemin)

2. Vice President of Operations & Finance (Velling)
   - a) Budget to Actuals as of end of Period 11 - documents on Sharepoint (Information)
   - b) Spring 2020 Fee Statement Changes - see attached (Decision)

      Be it resolved that the Board of Directors ratifies the decision of the President and Vice President, Operations & Finance, made under advisement of the Committee of Presidents and Executive Committee, regarding undergraduate ancillary fees for Spring 2020 Academic term, in light of the University’s decision to move classes exclusively online due to the COVID-19 Pandemic, as presented in the memo circulated to the Board on March 26, 2020, entitled COVID-19 Pandemic Spring 2020 Term Fees.
   - c) Summary of Budget Preparation to Date for FY2021 - Presentation to be provided (Information)

3. Vice President of Education (Gerrits)

4. Vice President of Student Life (Fitzpatrick)

3.2 COMMITTEE REPORTS

Each Committee Chair will provide an oral report.

1. Executive Committee (President Beauchemin)

2. Ad Hoc Committee on GM Engagement (President Beauchemin)
   - a) Dissolution of Committee - see attached (Decision)

3. Select Committee on Long Range Planning (President Beauchemin)

4. Planning Student Spaces and Works Committee (Vice President Velling)
   - a) Memo re: Partial SLC Closure - see attached (Information)

5. Committee of Presidents
   - a) Approval of Societies Fluctuation Reserve - see attached (Decision)
4.0 Procedure Amendments

- a) Approval of amendments to Procedure 5, Annual Plan - see attached (Decision)
- b) Approval of amendments to Procedure 6, Budget - see attached (Decision)
- c) Approval of amendments to Procedure 8, Authorization of Capital Expenditures - see attached (Decision)

Regular Agenda

5.0 Business Arising from the Minutes

Business arising from the minutes is business carried on to a meeting from a previous meeting.

5.1 Societies Agreement

Be it resolved that the Board adopt the presented version of the Societies Agreement, as amended, to enter force and effect May 1, 2020;

Be it further resolved that the implementation of 3.3.g(i), (ii), and (iv) for the Engineering Society be contingent upon agreement by both the Engineering Society and the Waterloo Undergraduate Student Association;

Be it further resolved that the Board duly authorizes and appoints Mr. Michael Beauchemin (President, FY2020) and Mr. Seneca J. Velling (Vice President Operations & Finance, FY2020) of the Federation of Students, to sign in agreement to the amendments on behalf of the Board to bring into force this Policy.

Submitted By: President Beauchemin

Note: See attached. Additionally, the Board is advised the Societies Agreement, while structured as a Memorandum of Understanding, is not a contractual agreement, but rather an internal agreement between the Federation’s divisional subsidiaries (the constituency Societies) and the Federation centrally. The Societies Agreement is currently considered a Procedure of the Board of Directors, and pending the adoption of this motion shall be reclassified as a Policy of the Corporation (as adopted by the Committee of Presidents, on behalf of the Students’ Council), effective the date that the foregoing resolution enters force and effect.
6.0 GENERAL ORDERS

6.1 UPASS AGREEMENT

Whereas the Students’ Council approved amendments to the Schedule of Programming to renew the Universal Transit Pass (UPass) administered program at its 9 February 2020 Regular Meeting, contingent on the Board of Directors approval of a renewed UPass Agreement, as negotiated;

Be it resolved that the Board approves the renewal of the University of Waterloo Universal Transit Pass Program (UPass) Agreement, including all appendices and schedules so affixed, between the REGIONAL MUNICIPALITY OF WATERLOO, owner and operator of Grand River Transit, and the Federation of Students;

Be it further resolved that the Board duly authorizes and appoints Mr. Michael Beauchemin (President, FY2020) and Mr. Seneca J. Velling (Vice President Operations & Finance, FY2020) of the Federation of Students, to execute this contract on behalf of the Federation of Students.

Submitted By: Vice President Velling

Note: Please find the UPASS agreement attached. There is an additional document that has been flagged as confidential.

6.2 ADOPTION OF NEW COMMITTEES OF BOARD PROCEDURE

Be it resolved that the Board adopts the new Procedure, Committees of Board, as presented;

Be it further resolved that the Board approves an amendment to strike the first clause of both Procedure 19 and 24.

Submitted By: President Beauchemin

Note: See attached.

6.3 ADOPTION OF NEW RESERVES AND RESERVE FUND PROCEDURE

Be it resolved that the Board approves the Reserves and Reserve Funds Procedure, in consideration of the funding flowchart and draft corporate policy on the same, as presented.

Submitted By: Vice President Velling

Note: See attached.
6.4 Rescission of MathSoc Audit

Be it resolved that the Board rescinds its decision from the March 10, 2020 meeting as it pertains to the conduct of a deep dive audit on the Mathematics Society for FY2020.

Submitted By: Vice President Velling

Note: In accordance with parliamentary authority of the Federation, with notice having been provided to "Rescind or Amend Something Previously Adopted", only a majority threshold is required for the resolution presented.

7.0 Other Business

Any Director may raise any item of concern during other business. Generally, long discussions without a specific motion before the Board should be avoided. A one-third (1/3) vote by the Directors present at the meeting is sufficient to postpone consideration of the motion to a future date.

Confidential Session

Be it resolved that the Board enters confidential session.

8.0 Preliminaries

8.1 Approval of the Agenda

The Chair assumes the Agenda.

8.2 Oral Conflict of Interest Declaration

In accordance with Procedure 2, §II(6), the Chair poses the following question:

"In relation to any of the items of business on the agenda for this meeting, does any Director have an actual, perceived, or potential conflict of interest?"

8.3 Remarks of the Chair

Consent Agenda

Motion: To approve or receive for information by consent the items 9-10 below.
9.0 MINUTES

9.1 OCTOBER 10, 2019 REGULAR MEETING
(Decision) Note: Please refer to the draft minutes on Sharepoint.

9.2 NOVEMBER 8, 2019 REGULAR MEETING
(Decision) Note: Draft minutes have not yet been received.

9.3 DECEMBER 2, 2019 REGULAR MEETING
(Decision) Note: Draft minutes have not yet been received.

9.4 JANUARY 16, 2020 REGULAR MEETING
(Decision) Note: Draft minutes have not yet been received.

9.5 FEBRUARY 13, 2020 REGULAR MEETING
(Decision) Note: Draft minutes have not yet been received.

9.6 MARCH 10, 2020 REGULAR MEETING
(Decision) Note: Draft minutes have not yet been received.

9.7 MARCH 18, 2020 EMERGENCY MEETING
(Decision) Note: Draft minutes have not yet been received.

9.8 MARCH 29, 2020 EMERGENCY MEETING
(Decision) Note: Draft minutes have not yet been received.

10.0 REPORTS

10.1 EXECUTIVE REPORTS
Each executive will provide an oral report.

1. President (Beauchemin)

2. Vice President of Operations & Finance (Velling)

3. Vice President of Education (Gerrits)

4. Vice President of Student Life (Fitzpatrick)
10.2 COMMITTEE REPORTS

Each Committee Chair will provide an oral report.

1. **Executive Committee** (President Beauchemin)
2. **Risk Management Committee** (Vice President Velling)
3. **Personnel Committee** (Vice President Velling)
4. **Health Plan Oversight Committee** (Vice President Velling)
5. **Budget and Appropriations Committee** (Vice President Velling)
6. **Executive Structure Review Committee** (Director Town)

11.0 GENERAL ORDERS

11.1 PROPOSAL FOR COST RECOVERY OF ANCILLARY OPERATIONS AND OVERHEAD DEPARTMENTS

**Motion:** Cost recovery of ancillary operations and overhead departments.

11.2 FINANCIAL POSITION & SUSPENSION OF BOARD PROCEDURE 6

**Motion:** Financial position and suspicion of Board Procedure 6.

11.3 INTERNAL LOAN APPROVAL

**Motion:** Internal loan approval.

11.4 EXTENSION OF COVERAGE FOR GRADUATING STUDENTS

**Motion:** Extension of coverage for graduating students.

11.5 TRANSIT DISRUPTION LIABILITY RESERVE

**Motion:** Transit disruption liability reserve.

12.0 OTHER BUSINESS

*Any Director may raise any item of concern during other business. Generally, long discussions without a specific motion before the Board should be avoided. A one-third (1/3) vote by the Directors present at the meeting is sufficient to postpone consideration of the motion to a future date.*
Public Session

Be it resolved that the Board leaves confidential session.

13.0 ANNOUNCEMENTS

14.0 ADJOURNMENT

Be it resolved that the Chair adjourns the meeting.
Waterloo Undergraduate Student Association  
Board of Directors  
Report on the General Meeting Engagement Committee  
22 April 2020  

For Approval  

Dissolution of the General Meeting Engagement (GME) Committee.  

Recommendation:  
It is recommended that the Board of Directors dissolve the General Meeting Engagement Committee, effective May 1, 2020.  

Comments:  
• The GME Committee, at the time known as “The Task Force for GME,” was formed as a result of a motion at the Fall 2017 General Meeting.  
• The committee is an Ad Hoc one, and the intention was never for it to continue permanently.  
• The committee has accomplished great work over the past number of years in fulfilling its core mandate.  
• The committee’s existence no longer serves a productive purpose and has outlived its reasonable life with items either having been completed, the committee not being well suited to carry them out, or the item being better suited to live elsewhere:  
  o Governing Document Changes: Changes to the Bylaws were passed last governing year, and a Procedure on General Meetings was completed this year.  
  o Town Halls: Planning for these began this year, and now are best left to permanently live in the President and/or Vice President, Education portfolio.  
  o Online voting: Has been discussed at length at committee, but no clear answer exists. This is a bigger legal issue that is better left for Board/Council to re-examine in the future if there is ever a desire to go down this route.  
  o Engagement of At-Large Members with Council: This item was beyond the capabilities of the Committee this past year. Alternative route of solving this problem are recommended to be sought.  
• All current committee members, as well as the incoming President, were consulted on this matter via email. All comments received concurred with the recommended course of action of dissolving the committee.
The SLC has been open 24/7 since the COVID-19 Pandemic led to all classes being moved online for delivery in the middle of March. Since classes were suspended, the SLC went from having most offices, business & services operating to a closure of the vast majority. Currently only Turnkey, Student Health Pharmacy, and CIBC are operating in the building. On the advice of management, in consultation with the University of Waterloo, it is recommended that the SLC move to reduced hours and develop contingency plans for continuity of critical business operations (e.g. Foodbank as a student facing service, and IT server access as back-end staff support service) in the event of any future possibility regarding additional closure.

BACKGROUND

The University of Waterloo has moved to a lockdown of most non-residence buildings on campus, less the SLC and Health Services, and has requested of building management the reduction in hours for the SLC. The move to the reduction of building hours would accommodate the tenants of the building and also would enable students to access critical support services during daytime hours, with greater capacity to ensure social distancing requirements are met. This course of action would also prevent Students from gathering in groups and violating the provincial guidelines, particularly in evenings or overnight where currently limited staffing is available to properly enforce social distancing directives.

Building occupancy (excluding Staff) ranges from 0-30 on average, with the highest number of Students being in the building from 2-10 p.m., figures may vary from day to day and are likely expected to increase as building access becomes more limited across the rest of campus go forward, leaving students to be directed
to the SLC. Students use Turnkey for a variety of services but most shifts are resulting in 3 transactions and approximately 10 student interactions. The Turnkey is administering the Student Food Bank hamper program at current, and seeing a usage rate between 4-8 hampers daily, subject to fluctuation due to transit restrictions, weather, and general building access on campus (where other hampers are located). Students also use the banking machines, copiers, internet/web-access portals, and pick up prescriptions.

Students study in a variety of places including the Great Hall, Lower Level, and the second Floor. We have had to caution students about their proximity to other students, group size. In most cases, it requires several warnings and often intervention from Campus Police to distance the Students. Management has reduced the amount of available seating and furnishings to encourage social distancing based on the recommendation of UW Police.

RECOMMENDATION

Building Hours and Access

The recommend course of action would be to maintain these temporary hours until the State of Emergency has ended in Ontario and, thereafter, resume standard 24/7 operation. We understand this is an extraordinary decision, as the Turnkey among other operations has seldom closed or reduced hours for any extended period in its history. This recommendation is not issued lightly, and is based on the advice of the UW Safety Office and Police Services departments.

WUSA is additionally seeking increased UW Police Services patrols throughout the SLC proper during the course of daily operations, to support the Turnkey desk with security, safety, and enforcement of government regulations so that compliance is additionally verified.

Reduction of Service Levels

In accordance with government regulation, those workplaces deemed essential have continued to operate. The penalties for failing to adhere to these directives include excessive fines. The University of Waterloo and WUSA, pride themselves on ensuring the health and safety of employees and students. Therefore, it is further recommended that we reduce even essential personnel to the minimal level necessary for base operations of these services.

Summary of Changes

In discussion with the Safety Office, the various operations have been classified in accordance with the list of essential workplaces/services, as noted in parentheses after each operation, where applicable.

<table>
<thead>
<tr>
<th>Building Hours</th>
<th>9am – 4pm, Monday - Friday</th>
</tr>
</thead>
<tbody>
<tr>
<td>Turnkey Desk/Services</td>
<td>9am-4pm, Monday - Friday</td>
</tr>
<tr>
<td>• WUSA/Societies Cheque Pick Up</td>
<td>Sections 16 (ii, vi, vii), 44</td>
</tr>
<tr>
<td>• Student Food Bank Hampers (between 3-8 hampers cleared per day)</td>
<td>Sections 2, 44,</td>
</tr>
<tr>
<td>• Inter-regional Transit Services</td>
<td>Sections 21(ii), 44</td>
</tr>
<tr>
<td>o GO Transit Ticketing</td>
<td></td>
</tr>
<tr>
<td>o Greyhound Ticketing</td>
<td></td>
</tr>
<tr>
<td>o PRESTO Card Services</td>
<td></td>
</tr>
<tr>
<td>• Watcard Services (picked up from/supporting WatCard Office during closures)</td>
<td>Sections 2 (as it pertains to mean plan access), 16(vii), 21(ii), 44</td>
</tr>
</tbody>
</table>

WUSA.ca
200 University Ave W, Student Life Centre, Room 1116, Waterloo, ON N2L 3G1
• Access to Printers / Photocopiers | Section 17 (including for on-campus printing via wPrint)
• Access to CIBC Automated Teller Machines (ATM) | Section 16(ii)
• Access to Free, Public-access Telephones | Section 18
• Access to Web Services through Public Computers | Sections 17, 18

Turnkey Staff (as it relates to the foregoing)
• Operations Manager
• Staffing levels at Turnkey will be reduced to levels required to provide the noted services

Student Health Pharmacy | Section 3
• Open 10am – 2pm

CIBC | Section 16(ii, vii)
• Open only to Staff, who are working in the branch 9am – 4pm

Campus Dentist | Section 38
• Campus Dentist has performed, so far, two emergency surgeries during closure, and must be available for future urgent care needs, as they arise.
• Other than urgent care needs, Campus Dentist is closed

General Building Operations | Section 6, 20, 44
• Ring Road Entrance would be the only access to the building during operating hours
• All other doors would be exit only
• Loading dock access would be locked
• Doors by Campus Bubble/Food court entrance would be locked via chains & padlock overnight
• Building would be opened / closed only by Scott Pearson (or otherwise Campus Police/other applicable UW authorities)
• Access to the 2nd & 3rd Floor would be restricted
• Use of caution tape and stanchions would direct flow from the Ring Road entrance
• Turnkey – photocopiers, banking machines, and to the lower level
• Staff of Pharmacy, CIBC, WUSA employees would sign in and out at Turnkey
• Building would be swept for occupants at end of business each day

Remote and E-Commerce Delivery of Services to Students | Sections 2(ii), 8, 44
• The commercial operations and campus life teams are currently working on providing delivery or other remote provision of various goods and service to students while off campus (including Foodbank delivery).
• Used Books – We will require limited staff to be available during hours of building operation (9 a.m – 4 p.m, Monday – Friday) to ship out orders we get from students. No contact will occur between staff and no student will be able to access the store to make a purchase.
• WUSA Convenience Store/Market Deliveries - We will require limited staff to be available during hours of building operations (and possibly for deliveries 24/7, if permissible under
government guidelines), to prepare orders to be delivered (Contactless) by third party delivery partners at discounted rates to students unable to easily grocery shop or similar (e.g. due to immunocompromised status or pre-existing conditions that increase risk levels). No contact will occur between staff and no student will be able to access the store to make a purchase. Goods to be sold may include groceries, snacks, beverages, health & wellness products (including hygiene and menstrual products).

All other Building Operation, including Student Study Areas | CLOSED

- Great Hall Furnishings are to be removed or have already been removed at this time
- Access to the 2nd & 3rd floors would be restricted – although we cannot guarantee it will be entirely eliminated

Accordingly, we advise WUSA’s Planning, Student Space, and Works Committee and/or Executive Committee accept the proposed direction on partial closures of the SLC, the scheduled reduction in hours, and further reduction of current service levels.

PUBLIC NOTICE OF CHANGES

The SLC Operations Manager will prepare – and disseminate for consultation with the relevant UW parties – content for communications to be provided to students via social media, the WUSA and UW websites, and other means determined to be appropriate by the WUSA or UW Communications departments.
ELECTRONIC VOTE BY COMMITTEE

This memorandum constitutes notice of an item of business for consideration by the Planning, Student Space, and Works Committee. Voting will commence immediately and close a 5:00 p.m. today, as this is a legislative compliance requirement:

Be it resolved that the Committee approve the partial closure of the Student Life Centre (SLC) and the associated reduction in service levels, to ensure compliance with government directives and the health & safety of occupants, personnel, and tenants, as recommended by management in response to the COVID-19 Pandemic.

For further information, please contact vprof@wusa.ca, call 519-888-4567 ext. 33880.

Thank you for your attention,

Seneca Jackson Velling

Seneca J. Velling, B.Sc. (He/Him)
Vice President, Operations & Finance
Waterloo Undergraduate Student Association, University of Waterloo
Committee of Presidents
Students’ Council,
Waterloo Undergraduate Student Association

Addressing Societies Retained Earnings and Opt-outs: Societies Fluctuation Reserve

Be it resolved that, on behalf of the Students’ Council, the Committee of Presidents approves the affixed proposal and authorizes the creation of the Societies Fluctuation Reserve (SFR), as presented, and recommends the same to the Board of Directors.

Be it further resolved that Section 2(a)(iv) of the Societies Agreement, or any successor thereto, and other relevant sections regarding retained earnings, reserves, and not-for-profit status, shall be construed in accordance with this proposal.

Be it further resolved that any withdrawal and expenditure of funds by loan shall be prohibited until such time as the Committee has established procedures for the regulation thereof, with the exception of withdrawals and expenditures by the Societies or Federation of their own contributions to the fund, which have been approved in accordance with the Societies Agreement.

Be it further resolved that the Committee authorizes the President, in consultation with the VP Operations & Finance, to update these Terms of Reference to comply with any changes to provisions of the Societies Agreement as may, from time to time, be adopted; the President shall provide notice of the same to the Committee for all such compliance related updates.

Carries with 7 – 2 – 0
Committee of Presidents  
Students' Council,  
Waterloo Undergraduate Student Association  

SOCIETIES FLUCTUATION RESERVE  

Name:  
The name of the reserve shall be the Societies Fluctuation Reserve. It is to be held as part of a separate account, with respect to the General Operating Fund, and overseen by the Committee of Presidents.  

Purpose:  
The Societies Fluctuation Reserve ("reserve") represents funds available to the constituency Societies ("Societies"), held by the Federation of Students, University of Waterloo ("Federation") in trust, which are available to:  

1. Buffer against fluctuation in experienced payment rates for the various optional Society fees and to offer means for transferring surpluses from advantageous terms to periods of losses to provide temporary relief or to support necessary operations based on trends in year-over-year opt-out rates;  
2. Reduce pressure on the student fee rates for the Societies that may be caused during times of internal restructuring and change, where time is needed to plan for mid-to-long-term impact on student fees, and to address short-term impacts on supplement fees revenues in each Societies' operating budgets during unforeseen issues in external environment (e.g. economic downturns, unexpected decreases in student enrollment, uncertainty in government or university regulatory environments, an act of god);  
3. Support, to a reasonable extent, via internally financed loans significant purchases and capital expenditure in excess of what Societies may be able to provide from their own capital reserves or operating revenues, that shall not exceed the principal balance of the fund;  
4. Provide for increased return-on-investment through centralized, dedicated savings aimed to reduce risks of excesses in individual retained earnings that may, from time-to-time, accrue including from such causes as fluctuations, enrollment growth, unrealized income, business performance, or otherwise;  
5. Provide for long-term savings and investments, to act as both a financial safeguard for unanticipated shortfalls in revenue and an internal endowment that generates interest to return supplemental revenues to the Societies for operational expenses and to the Federation for centralized costs related to the Societies; and  
6. Act as a dedicated reserve for staffing costs, including but not limited to salary and wages, related to those permanent on-going staff employed by the Societies, for which the Federation is liable.  

Further, in the spirit of the Federation’s commitment to its constituency Societies, the fund shall serve as a consolidated equalization account, supporting Societies’ fiscal capacity by ensuring there exist sufficient supplemental revenues to provide reasonably comparable levels of services at reasonably comparable fee levels.
Committee of Presidents
Students’ Council,
Waterloo Undergraduate Student Association

Revenues:

(1) The transfer of all end of fiscal year retained earnings that are in excess of one (1) terms worth of fees from the Societies to the Federation, unless otherwise approved by the Vice President, Operations & Finance, acting in accordance with the Societies Agreement and bylaws, policies, and procedures of the Federation, to be either reserved and/or internally restricted by and for the respective Society;

(2) A contribution of up to fixed percentage of the Federation’s annual fees revenues, as determined by the Board, that shall normally supplement the transfers of the Societies into the reserve and shall be budgeted with consideration given to projections in the quantity and rate of growth (or decline) in Societies’ retained earnings;

(3) Any interest earned on the funds in the Societies Fluctuation Reserve, which shall normally remain in the fund; and

(4) Any internal payments, including the principle and interest, from projects that involve internal borrowing between individual Societies or between Societies and the Federation shall be remitted to the Societies Fluctuation Reserve.

Expenditures and Withdrawals:

(1) In the normal course of operations, the use of the fund shall be approved by the Committee of Presidents, subject to review by the Board of Directors, including:
   a. To supply supplemental revenues to a Society to allow for the provision of reasonably comparable levels of services to other Societies, relative to that Society’s fee level, where approved by the Committee of Presidents;
   b. For the internal financing of the Societies or the Federation, by loan, where expressly approved by a three-quarters (3/4) majority of the Committee of Presidents;

(2) Withdrawal of the funds, or a portion thereof, belonging to individual Societies or the Federation by those Societies or the Federation without approval by the Committee of Presidents, under the following circumstances:
   a. When requested by a Society, when the sum total of balances across a Society’s bank accounts falls below twenty percent (20%) of one (1) terms worth of fees, the withdrawal shall not be unreasonably refused by the Federation,
   b. When requested by a Society to support a dedicated project or purpose which has been approved by the Vice President, Operations & Finance in accordance with the Societies Agreement and bylaws, policies, and procedures of the Federation, to complement existing net assets held by the Society already,
   c. To recover those centralized costs of Societies that may be borne by the Federation which have been approved in accordance with procedure determined by the Committee of Presidents, or to recover unexpected/unplanned costs of Societies that may have been borne by the Federation; and
Committee of Presidents
Students' Council,
Waterloo Undergraduate Student Association

(3) For the investment of the reserve in the furtherance of the purpose outlined herein, in
accordance with the bylaws, policies, and procedures of the Federation.

Governance & Accountability:

Day-to-day management of the Societies Fluctuation Reserve shall fall to the Office of the Vice
President, Operations & Finance, including through means of the Board’s appointed qualified financial
advisor. The Committee of Presidents shall be responsible for oversight of the reserve and the
management thereof, which is held in trust by the Federation, subject to the Board’s ultimate
jurisdiction for financial management.

The principal balance held in the reserve, and any investments or loans thereof, will be wholly
underwritten by the Federation.

The Committee of Presidents shall be provided termly, annually, and otherwise upon request a report by
the Vice President, Operations & Finance which shall include:

• A financial summary of the reserve;
• Documentation on any investments of the reserve, including investment performance, the
  selected instruments, and where such investments have been made;
• A summary of contributions and withdrawals made that, at minimum, identifies the amounts
  contributed and withdrawn by each Society and the Federation in the reserve’s total holdings;
  and
• When applicable, audited financial statements for the reserve.

The Committee shall have the power to make recommendations to the Board of Directors with respect
to the investment and administration of all funds within the reserve and the application of such funds in
furtherance of the foregoing objects, which the Board of Directors shall not unreasonably refuse.

The Committee may, at their earliest convenience and subsequently as may be required, draft
procedures in concert with the general aims and objects of the reserve relevant to the management of
the affairs of the reserve, which are in accordance with the bylaws, policies, and procedures of the
Federation.

Signing Officers:

The Signing Officers for the fund shall be those determined in accordance with the Bylaws and
Procedures of the Board of Directors.

Commented [SV42]: Needs to comply with Board Procedure 10: Savings and Investments, which was
developed jointly by UW and WUSA.

Commented [SV43]: The Board is always legally responsible for financial management and compliance of
the Federation and Societies anyhow. This is just putting it in explicitly.

Commented [EM44]: The board gets ultimate jurisdiction? In terms of investments and such?

Commented [SV45]: Yup. The Board ultimately has jurisdiction of anything and everything within WUSA (and
some joint stuff with UW too for that matter).

But the Board typically does this by the appointment of a “qualified money manager” who is responsible for investing funds.

Commented [SV46]: WUSA is essentially acting as a bank.

Each Societies money is always noted on the financial statements as there, loans against the fund, or any
investments made of the balance, are wholly underwritten by the Federation. So in effect, the Committee is being given
broad latitude to loan money backed by the Federation (effectively risk free)… and the interest of which would be

Commented [SV47]: And the interest off those loans would be unrestricted, supplemental income for the

Commented [EM48]: Don't think the word "underwritten" is being used correctly.

Commented [SV49]: Underwritten is the financial term.

Commented [SV50]: The gist here: if WUSA invests the money and the stock market tanks and say we lose

Commented [EM51]: Thanks for the explanation! That makes more sense. The only reason I mention

Commented [EM52]: either

Commented [SV53]: CA?

Commented [SV54]: Chartered Accountant?

Commented [EM55]: Yes

Commented [SV56]: Ultimately the Board is responsible for investment & savings decisions of all monies, but as

Commented [EM57]: Could the committee be made aware of changes to investments?

Commented [SV58]: Isn't that part of what is included in the report (paragraph right above with bullets)
1. There shall be an annual Executive Action Plan, which shall be the Corporation’s Annual Plan, detailing each Executive’s goals for the year, the means proposed to achieving those goals, and the rationale underlying each goal.

2. The Annual Plan must further the implementation of the Corporation’s Long Range Plan and adhere to the Charter.

3. The Strategic and Long Range Planning Committee (SLRPC) shall have the power to approve the Annual Plan, as well as any changes to the plan, upon recommendation by the Corporation and the Executive Committee.
   a. The President shall inform their approach to the Annual Plan by consulting with Students’ Council, Society Presidents, and the Board of Directors on their goals and objectives for the year, and shall seek to further these, within reason, in the Annual Plan.
   b. All members of the Executive Committee shall be invited as guests to any consideration of the Annual Plan at the SLRPC.
   c. The SLRPC shall compare the Annual Plan against the Long Range Plan and other previously approved strategic documentation to provide a rationale for approval or non-approval in its report to the President and the Board.
   d. The SLRPC shall not unreasonably withhold approval for the Annual Plan, but may request changes, which shall be made at the discretion of the president upon approval.
   e. The SLRPC shall have the power to approve the Annual Plan.

4. The Annual Plan must receive approval from the SLRPC by no later than June 30th each year.

5. Following Annual Plan’s approval, the President will present it at the next regular Board of Directors meeting, or at a special Board meeting prior to the next regular meeting, for information and discussion.

6. Unless the Board of Directors determines otherwise, the Annual Plan will be made available to the full membership within 10 days of being presented to the Board.
BUDGET

A) General

1. Pursuant to the bylaws and applicable policies, the Students’ Council shall be responsible for preparation and approval of the budget as it pertains to the expenditure of member dues, exempting those restricted components specified below. Such a budget shall be prepared and approved in accordance with the relevant Procedures established by Students’ Council.

2. The Board of Directors restricts the following departmental budgets to be approved by the Board:
   a. General Office (inclusive of Accounting);
   b. Information Technology;
   c. Ancillary Operations
      i. Facilities Operations (including the Student Life Centre),
      ii. Commercial Operations (including Business, Food, and Bar Operations); and
   The annual budget report issued by the Budget & Appropriations Committee to Council and the Board shall only summarize information thereof, including both a description of operations and presentation of the bottom-lines (revenues, costs of goods and sales, and expenses) of those restricted departmental budgets.

3. In accordance with applicable policies and the Council-approved constitutions of the Societies, as from time to time amended thereby, the Board of Directors restricts the Societies budgets to be approved by solely the various Societies, subject to review by the Vice President, Operations & Finance; and further, the provisions of this procedure shall not apply to the Societies’ budgets.

4. Unless exempted by the Board of Directors in accordance with policy, the Budget & Appropriations Committee shall review all budgets, including ancillary and other restricted budgets, before they receive approval by the Board and/or Council, as applicable. Should the Board exempt a budget from this review process, it shall provide notice and rationale to the Students’ Council for the same.

5. Final approval of all expenditures rests with the Board of Directors. The Board of Directors must authorize all budgets or resolutions on continuing appropriations, prior to any expenses being incurred.

B) Preparation

1. Preliminary budget proposals will be submitted by the departmental managers to the Vice President Operations & Finance and General Manager by the second Friday of March. The Vice President, Operations & Finance shall circulate these budget requests and the associated draft budgets to the Budget & Appropriations Committee for review. These budget proposals will address the twelve-month period commencing May 1st and should include:
   a. A critical analysis of the department’s spending allocation, with consideration given to the value-for-money of the expenditure of member dues, where applicable;
   b. Its level of service to the undergraduate student population, including attainment of advocacy objectives and assurance of the training, administrative support for, and continuity of student government; and
   c. Assessment of how such expenditure furthers the long-term strategic and advocacy objectives of the Corporation or meet mandatory spending requirements and other guidelines outlined in procedure.
2. The Vice President Operations & Finance and General Manager shall meet with the departmental managers to review, discuss, and modify the budget proposals. The executives-elect shall be consulted in the preparation of the budget, as it pertains to their portfolios and office budgets.

3. The Vice President Operations & Finance, Vice President-elect Operations & Finance, and General Manager, in consultation with the Budget & Appropriations Committee, will then formally prepare the total budget proposal, which at a minimum will include:
   a. The budget's justification and analysis;
   b. Any standard deductions and transfers-out required by the Board in accordance with policies and procedures that is not to be appropriated by the Students' Council;
   c. The remainder, based upon enrollment projections for the upcoming year, that is to be allocated for the fiscal year for appropriations by the Students' Council under the General Operating Budget;
   d. A summary of the corporation's total investments and savings amounts, as well as the reserves and reserve funds; and
   e. A review of the previous fiscal year's budget, expenditures, and explanation of notable variances, as well as any associated reports and recommendations issued by the outgoing Budget & Appropriations Committee.

4. The Budget & Appropriations Committee shall provide its recommendation for adoption, or otherwise any and all amendments as it deems appropriate to the aforementioned budgets. The Committee shall vet the aforementioned budgets in consultation with the appropriate staff prior to issuing any recommendations.

5. Normally, during the process of budget preparation, a resolution on continuing appropriations in lieu of the operating budget shall be presented for the period of 1 May to 31 August, which shall not authorize more than appropriations guaranteed to the same period from the previous fiscal year, indexed for inflation.
   a. Continuing appropriations shall allow the Budget & Appropriations Committee time to prepare the General Operating Budget.
   b. Unless further resolutions on continuing appropriations are granted in accordance with policies and procedures, the General Operating Budget for the fiscal year must be presented no later than 31 August.

C) Presentation
1. A proposal on continuing appropriations, in addition to any preliminary draft budgets, will be presented to the Board of Directors within the month of April for a discussion of the overall financial position of the Corporation and to make recommendations of modification.
2. The Budget & Appropriations Committee shall present the Council-approved General Operating Budget, together with a summary of the Corporation's total investments and savings, as well as any reserves and reserve funds Board of Directors and shall answer questions pertaining to the budget which may be raised. Prior to such a presentation, the Committee’s report and any associated attachments will be circulated to Directors with reasonable time for consideration.

D) Approval
1. Recommendation for approval of a resolution on continuing appropriations for the spring term period will be sought by the outgoing Budget & Appropriations Committee during April, subject to those procedures established by Council respecting the expenditure of member dues, including with any recommendations for modification. The Board shall approve, reject, or otherwise amend the resolution on continuing appropriations approved by the Committee.
2. The Vice President Operations & Finance shall provide updates as to the preparation of the budget for the remainder of the Fiscal Year by the Budget & Appropriations Committee to the Board and Council.
3. In accordance with applicable policies, the General Operating Budget, less any restricted components, shall be approved in a bicameral manner by the Students' Council and then the Board of Directors.

4. In the event that no budget, or portions thereof, are not presented to the Board of Directors for approval within the required period either due to the failure of the Students' Council to approve the budget as it pertains to expenditure of member dues or because the Budget & Appropriations Committee has not yet issued a recommendation for approval to the Board, the Vice President Operations & Finance may request the Board approve a resolution on continuing appropriations to fund operations for a period of not more than one month.

E) Review, Deviation, and Amendment

1. A summary of expenditures, in comparison to the approved budget, will be presented once per accounting period to the Budget & Appropriations Committee by the Vice President, Operations & Finance. Both the Vice President, Operations & Finance and General Manager shall be responsible for ensuring that departmental managers are acting in accordance with the approved budget.

2. This summary of expenditures will be presented to the Board of Directors at least once each academic term.

3. Deviation shall be approved in the following manner:
   a. In the case of budget lines within a department, funds may be transferred between lines by the appropriate manager with approval of their responsible supervisor or Executive, as the case may be, for that budget, subject to requirements set in policy.
   b. A deviation in expenditures or transfer between budget lines relative to the budgeted amount of greater than 10%, if equal to or exceeding $500, must be approved by the Vice President, Operations & Finance.
   c. Any deviations or transfer equal to or exceeding $1,500 must be presented to the Budget & Appropriations Committee for approval, unless otherwise delegated by the Board of Directors, in accordance with procedure.
   d. Notwithstanding the foregoing, deviations in excess $25,000, having been first reviewed by Budget & Appropriations Committee for approval, must be ratified by the Board of Directors.

4. In accordance with policy, if the General Manager or Vice President, Operations & Finance determines at any time that the probable receipts from levies and any other sources of revenue will be less than what was anticipated, with notice to the Budget & Appropriations Committee, they will reduce the budget allocations to departments or take other action so as to prevent a deficit, provided that:
   a. Notice is issued to management and the departments or services concerned; and
   b. The President or the Budget & Appropriations Committee has approved the amended reduction.
AUTHORIZATION OF CAPITAL EXPENDITURES

1. Capital expenditures will be defined as the cost spent by the Corporation on equipment, equipment assets, or to add, expand, or renovate property. A series of expenditures that are related to a single outcome will be considered as a single total expenditure.

2. Departmental managers may approve capital expenditures for their department up to a total cost of $5,000 if the purchase has been approved through the budgeting processes. Notice of such purchases must be given at least five business days prior to the initiation of purchase to the General Manager or Vice President, Operations & Finance, and the General Manager or Vice President, Operations & Finance, who may disallow said purchases. No circumstances will warrant approval of said expenditures without proper notice being given to the Vice President, Operations & Finance. Capital expenditures up to a total cost of $5,000 that have not been approved through the budgeting process must be approved by the Vice President, Operations & Finance and the General Manager, in accordance with relevant policies and procedures related to out-of-budget appropriations.

3. It will be the responsibility of the appropriate executive or General Manager to bring to the attention of the Planning, Student Space, and Works Committee (“Committee”), at least five business days prior to the initiation of purchase, any capital expenditure that exceeds $25,000. In the event that the notice of five business days cannot be met, both the President and the Vice President, Operations & Finance will need to approve the expenditures, and the Committee must be notified as soon as logistically possible.

4. Departmental Managers and Signing Authorities can approve capital expenditures up to $5,000 and $15,000, respectively, where such expenditure has been approved through the budgeting process.

5. No circumstances will warrant a capital expenditure equal to or exceeding $25,000 in cost without the formal approval of the Planning, Student Space, and Works Committee (“Committee”). The Committee shall receive a report of the Federation’s Accounting Department for any such expenditure which shall include a cash flow analysis indicating sufficient cash on hand exists to make such a purchase, the amortization schedule for the purchase, as well as the terms and conditions that the Department may deem advisable. Further, the Board of Directors, at the recommendation of the Committee, must approve any capital expenditure in excess of $500,000.

6. All capital expenditures of the Corporation should be done with the expectation that it will benefit the Corporation for an extended period of time, or service to the undergraduate students at the University of Waterloo, and will further the approved Capital Improvement Plan.

7. All capital expenditures will be documented with applicable approvals required by this procedure, will provide rationale for the purchase, and will normally demonstrate its compliance with and furtherance of the Capital Improvement Plan.
Capital Expenditures will require the following authorization:

<table>
<thead>
<tr>
<th>Amount</th>
<th>Level of Authorization Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0-$5000</td>
<td>Departmental Managers (only applies to expenditures for which appropriations have been made by consequence of the budget)</td>
</tr>
<tr>
<td>$5000.01-$25,000</td>
<td>Signing Authority (only applies to expenditures for which appropriations have been made by consequence of the budget)</td>
</tr>
<tr>
<td>$25,000.01-$500,000</td>
<td>Planning, Student Space, and Works Committee (in consideration of the received report from the Accounting Department)</td>
</tr>
<tr>
<td>$500,000.01 +</td>
<td>Board of Directors (only on the recommendation of the Planning, Student Space, and Works Committee)</td>
</tr>
</tbody>
</table>

Notes:
- Any purchase made by a Departmental Manager, exceeding $500, must be reported to their supervisor.
- If the approval of the expenditure is denied at any of these levels, approval may be sought at the level above.
- Decisions of the Planning, Student Space, and Works Committee on any funds less than $500,000 shall be considered final and may not be appealed to the Board of Directors.
MEMORANDUM OF UNDERSTANDING

Confirming a relationship of mutual respect between the FEDERATION OF STUDENTS and SOCIETIES at the University of Waterloo for the purpose of serving all undergraduate students of the University of Waterloo

Made as of this ⚫ day of ⚫, 20⚫ (the “Effective Date”)

A M O N G:

Federation of Students, University of Waterloo

(the “Federation”)

and

The Federation’s constituent undergraduate student societies at the University of Waterloo

(collectively the “Societies”)

(The Federation and its Societies shall collectively be referred to as the “Parties”)

A. BACKGROUND

The Federation and its constituent undergraduate student societies at the University of Waterloo and various constituent faculties, schools, institutes, departments, and colleges of the University of Waterloo (the “University”), both affiliated and federated (the “Affiliated & Federation Institutions of UW”), which include the Societies, have enjoyed a rich tradition of supporting and
advocating for undergraduate students at the University. Together, the Federation and Societies empower, represent and serve all of the University’s undergraduate students.

In order to continue this rich tradition, the Federation and the Societies want to enter into this new Memorandum of Understanding” ("Memorandum") to reflect the terms and mutual understanding of their relationship and respective rights and obligations so they can continue working to empower, represent and serve all of the University’s undergraduate students.

The Waterloo Students’ Council, in consideration of and with the unanimous agreement by its constituency Societies, incorporated on April 27, 1967 as the Federation. Since its inception, the Federation has been the sole legal representative of all undergraduate students of the University, including those Affiliated & Federation Institutions of UW which are or may become a part of or associate with the University.

The Societies exist within the Federation to represent and serve the unique interests of the undergraduate students which fall within their respective Constituencies (as defined in Schedule “A”).

B. DEFINITIONS AND INTERPRETATION

Schedule “A” is attached to this Memorandum and is incorporated by reference and made part of it. All capitalized words or phrases in the Memorandum and Schedule “A” are defined. All words in the Memorandum that are not capitalized or capitalized for grammar purposes shall be interpreted by their plain English meaning.

C. TERMS

The Parties agree as follows:

1.0 Governance of Societies: Committee of Presidents

1.1 Committee: The Committee is a formally established committee of the Federation’s Students’ Council (the “Council”) and is constituted in accordance with the Federation’s Council Procedures.

1.2 Committee Members: The Committee shall be comprised of all of the respective presidents who are each elected by their respective Constituency. Each voting member of the Committee must be:

   a. the elected president – or a designate determined in accordance with that Society’s Rules; and

   b. an active part-time or full-time undergraduate student at the University enrolled in their respective Constituency.

1.3 Agenda: The agenda of the Committee shall be set according to the procedures of the Council in force at any given time.
1.4 Governance: The Committee shall be governed by and operate according to the documents that govern the Federation, including the Federation’s incorporation documents, by-laws, policies and procedures, and this Memorandum (the “Documents”).

1.5 Modification of Documents: If the Federation modifies any of the Documents in a way that could materially affect the Societies, then the President shall provide each member of the Committee at least ten (10) days’ advance written notice before the modification takes effect.

2.0 Financial Oversight of The Societies by The Federation: Finances

2.1 General Terms:

a. Tax-Exempt Status: The Federation and each of the Societies shall not jeopardize the Federation’s tax-exempt status as a not-for-profit corporation (under subparagraph 149(1)(l) of the Income Tax Act (Canada)) through any of their respective actions or inactions.

b. Compliance: Each Society shall follow:
   i. Generally Accepted Accounting Principles or successor principles (“GAAP”), and
   ii. Any policy, procedure, guideline or Document of the Federation, when maintaining and keeping up-to-date financial records.

c. External Audit: The Federation shall retain the services of an accounting professional who follows GAAP to review each Societies’ financial records on at least an annual basis to assist each respective Society with satisfying its obligations under this section.

d. Internal Audit: The Federation may review any records of any Society at any time during an Academic Term and the relevant Society shall cooperate in all respects to produce its records to the Federation as soon as it possibly can.

e. Internal Audit: Notwithstanding 2.1(d), the Federation shall review each Societies’ financial records at least once per Academic Term to ensure that the Societies are complying with the terms of this Memorandum and to facilitate the submission of the Budget Package as set out in 2.3

f. Withhold Funds: The Federation reserves the right to withhold any and all funds to any Society which it would otherwise have an obligation to transfer such funds to under this Memorandum if, in the sole and unfettered discretion of the Board of Directors, the Society in question is not complying with its obligations under this Memorandum.

g. Reserve: A Society may retain some reserve funds at the end of an Academic Term (the “Reserve”) if the Reserve retained is reasonable in relation to the Society’s need to cover eminent operating expenses or capital projects for that Society.

For the purposes of protecting the Federation’s tax-exempt status as a not-for-profit corporation, any Society wishing to retain any Reserve at the end of an Academic Term must seek prior approval from the President.
The Society must seek approval by submitting a summary to the President before the end of the relevant Academic Term (i.e., the Academic Term from which the Reserve is proposed to be carried over). The summary must provide the amount of funds for the proposed Reserve and the reasons why the Society wants to retain the Reserve funds. The reason to retain the Reserve funds must relate directly to the Society’s need to cover eminent operating expenses or capital projects. The Reserve shall never be an amount greater than the previous two (2) Academic Terms worth of funds for the relevant Society.

The President shall not arbitrarily withhold their approval for a Society to retain a Reserve if a Society complies with this process.

2.2 Setting of Student Fees:

a. **Fees**: The society fee is the fee that each Society has set for members of its Constituency to pay as part of their student fees to the Federation (the "Fee" or "Fees"). A Society may only change the amount of its Fee if it does so in accordance with the Documents and its Society's Rules, as they exist at any given time.

b. **Uncertainty about Fee**: When there is uncertainty about whether a Fee is compulsory or optional, the President is authorized to make a determination of that issue in the exercise of their discretion, acting reasonably after:

   i. considering the Documents, UW Laws, the Federation's agreements with the University;

   ii. considering evidence of support from the Society’s constituency for such an assessment;

   iii. seeking the advice of the Society; and

iv. any other information to inform their decision.

The President shall make a binding decision on the relevant Fee, which shall then be presented to Council for ratification at the next regular meeting. There is no quicker way to figure out that you really don’t like a person that you thought you liked than to move in with them. Might as well just go for it and get it over with.

c. **Changing Fee**: If a Society seeks to change the value of its Fee, then it may do so in accordance with its Constitution and the Documents. The Society shall submit evidence of approval from the Society’s Constituency (the "Petition") to the President. If in the discretion of the President the Petition is reasonable, justified and has been validly obtained, then the President shall present the Petition to the University’s Board of Governors to adjust the Fee that the University collects per student in the Society’s Constituency.

d. **First Fee Transfer**: The Federation shall transfer forty percent (40%) of the net amount for each Society’s anticipated Fee for the term to the appropriate Society within fifteen (15) days from the beginning of the Academic Term for which the Fee was collected (the "First Transfer"). The amount will be based on the actual
enrollment figures and anticipated opt-out rates, as applicable, provided by the University for the students enrolled during that Academic Term in the respective Constituency, and may be back adjusted as necessary.

e. **Second Fee Transfer**: The remaining sixty percent (60%) of the Student Fees shall be transferred from the Federation to the Society as soon as possible and not more than fifteen (15) days after the Federation received the Society’s Fee from the University providing the President has approved the Society’s Budget Package as complete in accordance with section 2.3 (the "Second Transfer").

f. **Timeline**: The timelines set out in sections 2.2(d) and 2.2(e) can be amended if the Parties agree in writing before the dates when the First Transfer and/or Second Transfer are supposed to occur.

2.3 **Submission of Budget Package**:

a. **Submission**: Each Society shall submit a budget package within thirty (30) days of the beginning of Academic Term to the President (the "Budget Package").

b. **Compliance**: Each Budget Package must comply with the respective Society’s Constitution, the Documents, and at a minimum must include the following:

   i. the budget for the upcoming Academic Term;

   ii. most recent bank statement from the immediately previous Academic Term;

   iii. bank statements from the previous three (3) Academic Terms;

   iv. an income statement and comparison of approved budgets for the prior immediately previous Academic Term; and

   v. a letter to the President justifying the differences in the bottom-lines between the proposed budget for the immediately previous Academic Term and the actual budget of the immediately previous Academic Term (the "Discrepancy"), if the Discrepancy represents at least a ten percent (10%) difference.

   (Collectively the required terms of section 2.3(b) shall be called the "Standards").

c. **Review**: The President shall review each Society’s Budget Package in relation to the Standards for compliance, completeness and assessment of the merits of the Budget Package in relation to the amount collected for the relevant Society’s Fees and the tax compliance and governance considerations of the Federation (the “Assessment”). The two (2) possible determinations from the Assessment are a “complete” or an “incomplete” Budget Package.

d. **Assessment Decision**: The President’s decision regarding the Assessment is their decision alone. The President shall provide notice to the relevant Society regarding whether its Budget Package is complete or incomplete.
e. **Complete Budget Package:** If the President determines that a Budget Package is complete, then the Society shall receive the Second Transfer in accordance with this Memorandum and section 2.2(e).

f. **Incomplete Budget Package:** If the President determines that a Budget Package is incomplete, then the President may grant an extension for the further or revised submission of a Society’s Budget Package. When the President is in receipt of a further or revised submission of a Society’s Budget Package, the President shall review the submission following the same procedures outlined above.

g. **Withholding Fees:** The Federation may withhold the Second Transfer of Fees to a Society if in the opinion of the President the Federation has received an incomplete Budget Package from that Society.

h. **Notice:** The President shall notify the Society president about the following with regards to the Budget Package:

i. when a Budget Package is received from a Society;

ii. whether the Society’s Budget Package is determined by the President to be complete or incomplete;

iii. whether an extension is granted for the submission of a Budget Package from that Society; and

iv. when the Second Transfer is prepared to be remitted to the Society.

### 2.4 Audit Requirements:

a. **Annual Audit:** Each Society shall be part of the Federation’s annual general audit (the “*Annual Audit*”). Each Society shall cooperate with the Federation by actively participating and disclosing necessary information and documents for the Annual Audit. The Annual Audit shall occur in accordance with the accounting guidelines of the Federation.

b. **Inventory Count:** The Annual Audit shall include an inventory count on or near the 30th day of April each fiscal year, with the Annual Audit to follow.

c. **In-depth Audit:** At its discretion, the Board of Directors may approve individual Societies for an individual in-depth Annual Audit every year before the 30th day of April.

d. **Notice of In-depth Audit:** The Federation shall notify the respective president, or a designate determined in accordance with that Society’s Rules, of each Society undergoing an in-depth Annual Audit within two (2) weeks of the decision of the Board of Directors.

e. **Access:** Additionally, the Board of Directors reserves the right to access Society records, investigate or have an external auditor investigate, each of the Societies if it provides at least fourteen (14) days’ notice to the relevant Society.
f. **Compliance:** Each Society shall comply with any and all directions from the Board of Directors arising from their respective Annual Audits.

2.5 **Collapse of a Society:**

a. **Collapse:** In this section, "Collapse" generally means the dissolution of a Society, and shall more specifically be determined by each Society’s Constitution, unless otherwise defined by the Council.

b. **Consultation:** If a Society Collapses, then the Federation shall consult with the Dean of the applicable program or faculty to discuss the implications to the accreditation of the program for the students who will be impacted and to advocate for those students’ best interests.

c. **Notice:** If a Society Collapses, then the President shall provide notice to the Federation’s Board of Directors and Council as soon as the President has knowledge of the Collapse.

d. **Seized Assets:** In the event of a Collapse, the Federation’s Board of Directors shall immediately direct the transfer of all funds and all residual authority for the Society’s finances and assets to the Federation (the “Seized Assets”). The Federation shall maintain the Seized Assets separately from its general operating account and property (the “Trust”) for a maximum duration of three (3) Academic Terms (which shall include the Academic Term in which the Collapse occurs) (the “Timeframe”).

e. **Fee Collection:** If a Collapse occurs, then the Council may temporarily discontinue the requirement for the students from the relevant Constituency to pay Fees. If the Council does not discontinue collecting that Fee, then the Federation may collect the Fee to hold in Trust for the remainder of the Timeframe.

f. **Reconstitution:** A Society can only be reconstituted if the Council approves a written proposal submitted on behalf of the applicable Constituency in support of reconstituting the Constituency Society within the Timeframe (the “Proposal”). A Society will be reconstituted by the Council on a resolution passed by a simple majority at a duly called meeting of the Constituency with a quorum of at least 10% or 200 people, whichever is fewer. The Council shall not unreasonably withhold its approval if a Proposal is submitted in accordance with this section to reconstitute a Constituency Society.

g. **Release of Seized Assets - New Society:** (a “New Society is created” or “New Society”). If a New Society is created with approval from the Council, then the president of the New Society shall provide notice to the Federation’s Board of Directors requesting for the Seized Assets to be released from the Trust and transferred to the New Society. If the Federation’s Board of Directors receives such notice, then it shall direct the President to release the Seized Assets into the possession of the New Society within thirty (30) days.

h. **Release of Seized Assets - no New Society:** If New Society is not created within the Timeframe, then the Federation’s Board of Directors may release the Seized Assets from the Trust to the Council to be used in support of activities, advocacy
or other initiatives for which the relevant collapsed Society would have used the Seized Assets for the benefit of students of the constituency with direction from the following parties:

i. Dean of the program or faculty of the collapsed Society; and

ii. Council, at the request or direction of the applicable constituency caucus.

3.0 AUTHORITY OF THE FEDERATION

3.1 Withholding of Fees:

a. **Withholding Fees:** The President may withhold any and all Fees from a Society (including any portion of the Fee) in accordance with the terms of this Memorandum. The Fees may be withheld if there is a two-thirds (2/3) vote of the Federation’s Board of Directors in favour of the withholding the Society’s Fees (the “Resolution”) at a duly called meeting of the Federation’s Board of Directors for which the vote is on the agenda (“Voting BOD Meeting”).

b. **Notice:** If the President is seeking a Resolution at a Voting BOD Meeting, then the respective Society’s president, or a designate determined in accordance with that Society’s Rules, shall be provided with at least seven (7) days’ notice and an invitation to attend and submit for consideration any documentation or information for consideration at the Voting BOD Meeting.

c. **Review:** If a Resolution is passed at a Voting BOD Meeting and the Society’s Fees are withheld, then the Federation’s Board of Directors shall review its decision at each subsequent regular meeting of the Federation’s Board of Directors until the Federation has stopped withholding the Society’s relevant Fees.

d. **Wages:** Even if a Society’s Fees are withheld in accordance with this section, the Federation shall use the withheld Society’s Fees to continue to pay the wages of any staff employed by the Society.

e. **Wages:** If a Society’s Fees are withheld for more than one (1) Academic Term, then the Federation’s Board of Directors shall approve the relevant wage payments for the Society’s staff every term for all subsequent terms the Fee is withheld.

3.2 Society Events and Services:

a. **Liability:**

i. **Insurance:** Recognizing the necessity of protecting individual officers of the individual Societies and the Societies themselves, the Federation shall take active steps to secure insurance coverage under its insurance policy for all activities of its Societies to the extent that coverage is available at a reasonable cost.

ii. **Repayment:** If the Federation incurs a debt or obligation as a result of a Society activity, then the Society shall make an agreement to repay the full amount within a timeline approved by the Federation’s Board of Directors.
b. Events:
   
i. **Form:** No Society can host or be affiliated in any way with an Event unless it has submitted the appropriate approval form to the Federation (the "Form") and been approved to host or become affiliated with the Event.

   ii. **Event Notice:** Societies shall submit the Form to the Federation at least fourteen (14) days before the Event. A Society which submits its Form for an Event that is less than fourteen (14) days before the Event shall waive the right to appeal as set out in section 3.2(b)(vi).

   iii. **Decision:** The Federation shall respond to the Form with its decision within seven (7) days after the date that the Form is submitted (the "Decision").

   iv. **Compliance:** The Federation shall not approve an Event if, in its sole and unfettered determination, the Event violates Federal, Provincial or Municipal laws, or the Documents, UW Laws, policies, procedures, by-laws, or other rules of the University of Waterloo or the Federation.

   v. **Rules:** The Federation shall distribute or at least make available all of its Event booking rules and procedures to each of the Societies at the beginning of each Academic Term (the "Rules"). The Society must comply with all of the Rules. It is each Society’s responsibility to ensure that it is complying with the Rules and to seek clarity where necessary. If the Society complies with the Rules, then the Federation shall not unreasonably refuse approval for the Event following the submission of the form.

   vi. **Appeal:** If the Federation does not approve a Form for an Event in accordance with this section 3.2(b), then the relevant Society may appeal the Federation’s decision by submitting a memorandum to the President within three (3) days of the Federation providing its Decision ("Appeal Submission"). The day on which the Decision is sent from the Federation to the Society shall count as the first day of the appeal timeline. The President shall respond within four (4) days following the date on which they receive the Appeal Submission.

   vii. **Changes:** A Society shall immediately notify the Federation of any significant changes to an Event that has already been approved and shall do so at least twenty-four (24) hours before the Event is scheduled to start.

   viii. **Warning:** If a Society runs, hosts or is otherwise affiliated with an Event that has not been approved by the Federation, then the Federation shall issue a written warning to the Society (a "Warning").

   ix. **Penalty:** If a Society receives a Warning and fails to comply with it, then such action(s) shall result in the President withholding a portion of the Society’s Fees in an amount determined in the absolute discretion of the Federation’s Board of Directors up to a maximum of thirty percent (30%) for a first non-compliance offence, and up to an entire Academic Term of Fees for subsequent non-compliance offences.
x. **List:** If any portion of the Society’s Fees is withheld from the Society in accordance with this section 3.2(b) for failure to receive approval for an Event in accordance with the Rules and the provisions in this section 3.2(b), then the Society must submit to the President a detailed list of all subsequently intended events for the remainder of the Academic Term (the “List”). Once in receipt of the List the President shall review it and within seven (7) days provide any of the following responses:

1. A decision approving some or all of the Events proposed on the List for which such approval means that these Events are reinstated;

2. A decision not to allow the Society to host or otherwise become affiliated with any of the Events on the List; and/or

3. A decision that the Society is prohibited from undertaking any Events which are not the List.

xi. **Later Penalty:** If a decision to withhold a Fee is made later in an Academic Term after all of the Fees for that Academic Term have been transferred to the Society, a portion of the following Academic Term’s Fees, up to a maximum of thirty percent (30%) may be withheld, at the discretion of the Federation’s Board of Directors.

xii. **Release of Fees:** The Federation shall release all of the withheld Fee by the last day of classes of the relevant Academic Term that follows the Academic Term in which the Fee was withheld, provided the Society complies with the Event approval procedure for an entire Academic Term.

xiii. **Notice for Compliance:** If the Society has not complied with the Event approval procedure for an entire Academic Term, then President shall send a written notice to the Society outlining the steps that it must take to comply with the Rules by the first Monday of the last month of classes of the relevant Academic Term.

### 3.3 Society Responsibilities and Powers:

a. **No Authority:** The Societies have no power or authority to, and shall not, on behalf of the Federation enter into any obligations, commitments, contracts, agreements or incur any expenses or liabilities of any kind whatsoever, except as expressly set out in this Memorandum or with the Federation’s prior written consent. The Societies shall not make any representations to any person that are inconsistent with this prohibition.

b. **Compliance:** Every Society must abide by the UW Laws.

c. **Warning:** If any Society violates any UW Laws, then the President may issue a written warning to the Society for a first offence.

d. **Penalty:** If any Society violates any UW Laws more than once, then the Board of Directors shall be made aware, and at its discretion, the President shall notify the Dean. The Federation’s Board of Directors, acting in consultation with the Dean...
for the respective Constituency, shall determine what penalty is appropriate in circumstances involving multiple violations of UW Laws.

e. **Illegal Act**: If any Society Executive is found to be committing or have committed any illegal act regarding the Society, then the Fees to the Society may be withheld and/or other corrective actions may be taken at the discretion of the President, until the matter is resolved and/or the Society Executive is removed from their position(s). If the Fees are withheld or other corrective actions are taken, then the President must bring their decision to the attention of the Board of Directors immediately. The Society Executive may appeal the President’s decision to the Board of Directors.

f. **Inspections**: Each Society shall cooperate in all respects to make their spaces available and accessible for any request for inspections at any time by the University or the Federation for reasons required by law or the UW Laws. Such inspections may relate to, among other things, ensuring that health and safety standards are maintained to benefit the Society’s Constituency and others.

g. **Employment of Full-time Staff**: Subject to applicable agreements between the Federation and the University pertaining to employment, a Society may employ one or more full-time staff for those purposes as may be determined by the Society, acting in consultation with the Federation, subject to the following:

   i. The Society president or a designate determined in accordance with that Society’s Rules, in conjunction with the Federation, shall determine responsibility for oversight of full-time staff employed by the Society.

   ii. All full-time staff employed by Societies shall be considered Federation employees and noted in the Federation’s organizational chart.

   iii. The Federation shall maintain sufficient reserves to temporarily provide for staffing costs for the Societies, including wages, benefits and potential severance amounts, as from time to time may be required.

   iv. Appraisal of full-time staff shall involve both the Society and the Federation, and other individuals as may be agreed to by the Society and the Federation.

   v. The Society must have sufficient revenues to support full-time employee(s).

   vi. The Society shall comply with UW Laws and all relevant agreements, between Federation and the University of Waterloo relating to the employment of staff. The Federation shall ensure that accurate and complete personnel records are maintained for each Society that employs full-time staff.

No currently employed staff shall be affected by any change in the provisions of this section 3.3(g), without the affected staff member’s written consent.
h. **Employment of casual or part-time staff**: Societies may engage casual / part-time staff or volunteers for purposes determined by the Society, subject to the following:

i. The Society president, or a designate determined in accordance with that Society's Rules, shall determine responsibility for oversight of casual / part-time staff employed by, and volunteers of, the Society.

ii. The Society shall comply with UW Laws and all relevant agreements between the Federation and the University relating to the employment of staff. The Federation shall ensure that accurate and complete personnel records are maintained by each Society that employs casual / part-time staff.

iii. The Society must have sufficient revenues to support casual / part-time employee(s).

i. **Contracts**: As the sole legal representative of undergraduates at the University, the Federation, shall not unreasonably withhold permission for Societies to enter into a contract in the name of the Federation, on behalf of and limited to their Constituency, provided that:

   i. A contract only binds the respective Constituency, or a portion of it;

   ii. A contract that is within the ordinary course of the Society’s regular operations may be executed on behalf of the Society by the Society’s president and another signing officer of the Society as determined by the Society’s Constitution. A contract is deemed to be in the ordinary course of the Society’s regular operations where the financial commitment associated with the contract is within the course of Regular Business and where the Society has sufficient reserves or revenues to support.

   iii. The execution of contracts beyond Regular Business shall be reviewed within thirty (30) business days of receipt by the Federation’s Signing Officers (on behalf of the Board of Directors), who shall not unreasonably withhold approval. The President shall co-sign all such contracts on behalf of the Federation with the Society, as required by the Documents.

   iv. The Federation may direct, or a Society may request, that a contract, or other legal matter, be reviewed by the Federation’s lawyer without cost to the Society, up to a legal fee amount of $1,500.00 plus HST per Academic Term. The Society may be asked to contribute to the cost of the legal service for that portion exceeding $1,500 plus HST.

   v. Any notice under this provision shall be provided in writing and electronically to the following:

   President,
   Federation of Students
   Student Life Centre
   200 University Ave. W.
   Waterloo, ON, N2L 3G1
3.4 Ethical Business Conduct:

a. **Good Faith:** The Parties shall carry on business in connection with this Memorandum in good faith and in a way that shall not harm, injure, diminish or detrimentally affect the name, reputation or goodwill of the other Party.

3.5 External Relationships:

a. **Sole Representative:** The Federation is the sole legal representative for the entire undergraduate student body of the University. No Societies shall represent or claim to represent any University undergraduate students’ interests of the entire undergraduate student body unless the Federation consents in writing to that Society doing so.

b. **Society Representation:** The approval outlined above in section 3.5(a) does not preclude Societies from representing the interests of their specific constituents on University-wide bodies, but only where the representation is to be on behalf of undergraduate students at large of the University.

c. **Society Representation:** Each Society is responsible for representing solely their Constituency of undergraduate students.

d. **Consultation:** In cases where the Federation has to speak on behalf of a Society’s Constituency, the Federation shall make every effort to consult with the Society before doing so. In cases where consultation is not possible, the Federation shall notify the Society immediately after making the statement.

e. **Notice for Approval:** Approvals, as outlined in this section 3.5, may be withdrawn at any time, provided notice is given thirty (30) days in advance or as soon as is reasonably practical in the circumstances.

3.6 Memorandum Review and Awareness:

a. **Review:** The President shall ensure that this Memorandum is brought forward to the Committee for review at least once every three (3) calendar years from the Effective Date.
b. **Awareness**: The Federation's Executive and outgoing Society Executives shall proactively ensure that incoming Society Executives and Federation Executives are aware of the existence of this Memorandum.

c. **Amendments**: Any amendments to this Memorandum shall require unanimous approval of all members of the Committee. Members must be given at least five (5) days' notice of a proposed amendment. Any amendments to this Memorandum shall be subject to approval by the Board of Directors, which shall not be unreasonably withheld.

d. **Notice of Amendment**: The President shall notify all members of the Committee within five (5) days, if any member proposes an amendment to this Memorandum.

e. **Mandatory Amendments**: The Societies acknowledge that the Federation is a provincially regulated corporation. In the event that regulatory authorities, including the Canada Revenue Agency, require that the Federation make changes to the terms of this Memorandum in order to comply with legislation, regulations, guidelines or legal changes affecting the Federation, the Societies agrees that they shall cooperate fully with the Federation to make such changes to the terms of this Memorandum. The Federation agrees that it shall notify the Societies of any such changes of which it becomes aware.

f. **Amending Schedule “A”**: Schedule “A” may be amended by three-fifths (3/5) approval of the Committee. Any amendments shall be subject to approval by the Board of Directors, which shall not be unreasonably withheld.

### 3.7 Termination and Breach:

a. **Resolution**: This Memorandum may be terminated by resolution of the Board of Directors, only at the unanimous recommendation of the Committee, subject to ratification from the Council. In such instance, UW Laws shall continue to apply.

b. **Breach by Federation**: If the Federation is found or reasonably believed to be in breach of any responsibility outlined in this Memorandum, a member of the Committee may attempt to resolve the breach by following the steps in the order set out below:

   i. Address the breach directly with the President or, with the approval of the President, address the breach with the supervisor of a staff member accused of a breach.

   ii. Alleg a breach to the Chair of the Board of Directors (the "Chair"). The Board of Directors may then take steps, which may include but are not limited to tasking the President to ensure the breach is resolved.

   iii. Alleg a breach to the Council, which may direct the Board of Directors to investigate the breach and ensure the breach is resolved if there is sufficient evidence to suggest a breach has occurred.
c. *Breach by Society:* If a Society is found to be in breach of any responsibilities outlined in this Memorandum, the President will outline the breach and review the breach with the respective Society president. The President shall seek appropriate advice in order to determine a reasonable course of action. Penalties to Societies found to be in breach of the responsibilities include those previously outlined in this Memorandum.

d. *Notice of Breach:* The President and Chair of the Board of Directors must be made aware of any and all alleged breaches by the Federation and a Society.

This Memorandum shall be a Policy of the Federation upon resolution to adopt it.
**SCHEDULE “A”**

**INTERPRETATION**

1.0 General Use

1.1 This document is intended to be read in conjunction with the Memorandum of Understanding (the "Memorandum"). This document is a guiding tool for the interpretation of the provisions in the Memorandum.

1.2 All capitalized words and phrases in the Memorandum are defined in this document or in the text of the Memorandum. Words in the Memorandum that are not capitalized or capitalized for grammar purposes shall be interpreted in their plain English meaning.

2.0 Parties

2.1 The Federation of Students (the "Federation"): The sole legal representative of undergraduates of the University of Waterloo that is governed by the Federation’s Students’ Council (the "Council").

2.2 Undergraduate Student Societies (the “Societies” or “Constituency Societies”): The Societies, which are recognized by the Council, operate under the Federation and have financial autonomy, are capable of sponsoring activities for the benefit of their particular Constituencies and are responsible to their Constituencies. Currently the following Societies exist at the University of Waterloo:

   a. Applied Health Sciences Undergraduate Members;
   b. Arts Student Union;
   c. Environment Students Society;
   d. Mathematics Society;
   e. Waterloo Engineering Society:
      i. Engineering Society A;
      ii. Engineering Society B;
   f. Science Society;
   g. Waterloo Architecture Students’ Association;
   h. Society of Pharmacy Students;
   i. University of Waterloo Optometry Students’ Society; and

3.0 Definitions

3.1 "Academic Term" is a four (4) month period as defined in the Academic Calendar of the University, during which a Society is or is expected to be active;
3.2 “Board of Directors” means the Federation’s Board of Directors;

3.3 “Committee” means the Committee of Presidents, which is the formally constituted committee in the Council’s procedures. Members of the Committee must be active undergraduate students of the University of Waterloo enrolled in the faculty or school of their respective Constituency.

3.4 “Constituency” or “Constituencies” are defined in the Federation’s by-laws as the faculties, schools, campuses or other unique collections of students who are recognized by the Council to solely represent the interests of the relevant students in that faculty, school or campus at the University;

3.5 “Constitution” refers to the governance documents, if any, of a respective Society;

3.6 “Council” is the Federation’s Students’ Council;

3.7 “days” whenever the expression day or days or weeks is used, Saturdays, Sundays, and Statutory Holidays are excluded;

3.8 “Dean” is the dean or director of a faculty, school or campus at the University, or a delegate;

3.9 “Documents” are the documents by which the Federation, the Societies and the Committee shall be governed and operate in accordance, consisting of all of the governing documents of the Federation including the Federation’s incorporation documents, by-laws, policies and procedures, as well as the terms of the Memorandum;

3.10 “Event” means a planned activity, which may occur one or more times, by a Society for the purposes laid out in the Documents or the constating documents of the applicable Society for academic or social purposes, or for the general well-being and furtherance of the interests of students in the applicable Constituency;

3.11 “Federation’s Executive” is a plural term referring to the President and Vice Presidents of the Federation;

3.12 “Fee” or “Fees” is the fee that each respective Society has set for members of its Constituency to pay as part of their student fees to the Federation, and which is disbursed by the Federation to that Constituency’s Society;

3.13 “GAAP” refers to the current accounting principles recommended by the Canadian Institute of Chartered Accountants in the “CICA Handbook”, or in the event that the matter is not covered in the CICA Handbook, principles having general acceptance among accounting professionals at the particular time;

3.14 “President” is the Federation’s President, an appropriately selected Vice President of the Federation or a delegate selected in accordance with the Documents;

3.15 “Regular Business” means a Society’s operations, provided the financial commitment is less than or equal to $5,000.00 and for a duration equal to or less than one (1) year, or as otherwise defined by the Board of Directors;

3.16 “Signing Officer” means the Federation’s signing officers who are otherwise prescribed in accordance with the Documents;
3.17 “Society Executive” is a plural term referring to the entire executive of the Society; a “Executive Society Member” is one such member;

3.18 “Societies’ Rules” are the rules which the respective Societies follow pursuant to their own policies, procedures, Constitutions or other governance documents;

3.19 “UW Laws” are any and all policies, procedures, by-laws and rules of the University of Waterloo and any and all policies, procedures, by-laws and rules of the Federation.

3.20 “Warning” is a written warning that may be delivered electronically and provides notice to a Society of a breach under the Documents, which shall include terms of compliance for the Society and identify the penalty for not complying with the Warning.

4.0 GENERAL TERMS

4.1 Term. The Memorandum shall become effective on the date stated in the Memorandum.

4.2 Conflicts. If any conflict arises between the Federation’s Documents and the Memorandum, then the terms of the Documents shall prevail.

4.3 Waiver. If the Federation does not enforce any term or provision of the Memorandum at any given time, such action(s) shall not be interpreted to a constitute future waiver of the term or provision.

4.4 Entire Agreement. The Memorandum and Schedule “A” constitute the entire agreement between the Parties about the topics covered. They supersede all prior or contemporaneous understanding or agreement between the Parties.

4.5 Use of Number, Gender or Person. The use of a singular number shall include the plural and vice versa. The use of gender shall include the masculine, feminine and neuter genders. The word “person” shall include an individual, a trust, a partnership, a corporation, an association or other organization or entity as the context requires.

4.6 Headings. Headings are used for convenience and shall not be used for interpretation of the documents.

4.7 Default of mutual consent. The Parties agree that any changes to this Schedule “A” require written and explicit consent from all Parties in order to be accepted, unless otherwise expressly noted in the Memorandum.

4.8 Employment agreements. The Societies shall abide by all terms of applicable agreements between the Federation and the University of Waterloo pertaining to employment and shall not cause the Federation to be in default or breach of such agreements. It is understood that the Federation is the employer of record, or otherwise delegates such status to the University of Waterloo as set out in the aforementioned agreements, for all personnel of the Societies. In this regard, the Federation and the respective Society shall act as joint employers.

4.9 Insurance. The Federation shall arrange for coverage for all Society activities under its liability insurance policy to the extent that such coverage is available at a reasonable cost.

4.10 Not-for-profit guidelines. The Societies agree to abide by the Canada Revenue Agency’s guidelines relating to “Non-Profit Organizations”, and any and all recommendations or advice provided by the appointed auditors of the Federation or the Federation’s lawyer which the Board of Directors may, from time to time, accept.
We, the undersigned, hereby agree to the terms and conditions listed and provide our signature on behalf of our representative Societies in witness thereof:

<table>
<thead>
<tr>
<th>President, Applied Health Sciences Undergraduate Members</th>
<th>President, University of Waterloo Optometry Students’ Society</th>
</tr>
</thead>
<tbody>
<tr>
<td>President, Engineering Society ‘A’</td>
<td>Chair, Waterloo Architecture Students Association</td>
</tr>
<tr>
<td>President, Engineering Society ‘B’</td>
<td>Seneca Velling – Vice President, Operations &amp; Finance, Federation of Students, University of Waterloo</td>
</tr>
<tr>
<td>President, Mathematics Society</td>
<td>Michael Beauchemin – President, Federation of Students, University of Waterloo</td>
</tr>
<tr>
<td>President, Environment Students Society</td>
<td></td>
</tr>
<tr>
<td>President, Arts Student Union</td>
<td></td>
</tr>
<tr>
<td>President, Society of Pharmacy Students</td>
<td></td>
</tr>
<tr>
<td>President, Science Society</td>
<td></td>
</tr>
<tr>
<td>President, Global Business and Digital Arts Society</td>
<td></td>
</tr>
</tbody>
</table>
Orders of Business Meeting beginning 4:30 PM

Present: Michael Beauchemin (Chair), Abigail Simpson (incoming WUSA President), Delainey Lindstrom-Humphries (Eng A), Ellen McGee (Eng B), Julian Surdi (Sci), Mykayla Turner (Grebel), Ina Wang (Math), Kanan Sharma (Observer), Michelle Giesbrecht (Env), Seneca Velling (Observer)

Not Present: Shelbee Pardboodial (AHS), Caroline Dack (Arts), Derek? (WASA), (GBDA)

1. Call to Order: 4:55 PM
2. Free Talk.
   a. MathSoc Update: re-acclaimed spring 2020 execs, appointed VPO and VPI. Need VPA, need to fill in some council meeting seats
   b.
3. Societies Memorandum of Understanding
   a. Michael asked whether presidents are comfortable with the agreement as it stands
   b. Delainey raised a concern about the staffing requirements in the agreement.
      i. Michael and Seneca responded
      ii. EngSoc Presidents discussed with Michael and Seneca their particular case scenario
      iii. Following, moved by Michael, Seconded by Delainey.

BIRT the Committee of Presidents adopt the presented version of the Societies Agreement, as amended, to enter force and effect May 1, 2020

BIFRT the implementation of 3.3.g(i), (ii), and (iv) for the Engineering Society be contingent upon agreement by both the Engineering Society and the Waterloo Undergraduate Student Association.

Roll Call:
Michael: Favour
Delainey: Favour
Ellen: Favour
Julian: Favour
Mykayla: Favour
Ina: Favour
Michelle: Favour

4. Review and Approval of Procedure 28

Ellen Moves, Ina Seconds: BIRT The Committee of Presidents recommend amendments to Procedure 28 for approval at the next meeting of Students’ Council
None opposed, motion carries unanimously.

5. Reducing Environmental Impacts
   a. To be discussed at the next COPs meeting in the new term.
   a. Michael limited discussion to 15 minutes for this topic
   b. Ina introduced this topic
      i. Started with April Fools project that Ellen, Ina, and Delainey did. It could be actions, event, or anything that Societies do to boost Society spirits, morale, etc... Work together and collaborate on a big project or smaller projects and events to come together for students.
      ii. Michael presented an idea – a virtual tour.
      iii. Committee members discussed ideas
University of Waterloo UPass Agreement

THIS AGREEMENT dated as of this [insert date].

BETWEEN:

THE REGIONAL MUNICIPALITY OF WATERLOO

Owner and operator of Grand River Transit ("GRT")

(hereinafter referred to as the "Region")

- and -

WATERLOO UNDERGRADUATE STUDENT ASSOCIATION,
operated by the FEDERATION OF STUDENTS, UNIVERSITY OF WATERLOO

(hereinafter referred to as the "Federation")

WHEREAS the Federation and the Region wish to renew the mutually beneficial Universal Transit Pass (UPass) Program;

AND WHEREAS the Federation of Students and the Region have agreed upon the terms for the provision of a UPass for Eligible Students (as those terms are defined herein);

AND WHEREAS Council of the Region authorized the signing of this Agreement on [insert date];

AND WHEREAS this Agreement was administered according to relevant policies and by-laws of the Federation, with the renewal of the Universal Transit Pass (UPass) Program being approved by the Students' Council of the Federation on [insert date] and, in accordance therewith, approved by the Board of Directors of the Federation on [insert date].

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of ONE ($1.00) DOLLAR paid by each of the parties to the other, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

PART I — DEFINITIONS

"Accommodated Student" means a student whose inclusion in the UPass program has been maintained because they meet the criteria outlined in Appendix “A” to this Agreement, as assessed by the Federation;

"Agreement" means this UPass Agreement between the Region and the Federation;

"Base Fee" means the fee for one (1) UPass per Eligible Student per School Term, charged by the Region;
"Confidential Information" means the provisions of this Agreement and any information provided or disclosed by the Region to the Federation, or the Federation to the Region, in furtherance of this Agreement, including but not limited to student identification numbers or 'personal information', as that term is defined in the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c M.56, as amended ("MFIPPA"), of all Eligible Students;

"Co-op Student" means a student currently engaged in a co-operative work term;

"Eligible Student" means all, Full-Time Students, Co-op Students, Off-Term Students and Accommodated Students;

"Full-Time Distance Education Student" means an undergraduate student (as that term is defined by the UW Undergraduate Calendar, as amended from time to time), enrolled in a full-time academic program available at campuses of the University of Waterloo in Waterloo Region who accesses the UPass program by means other than physically attending classes on campus;

"Full-Time Student" means all students registered as a full-time undergraduate student (as that term is defined by the UW Undergraduate Calendar, as amended from time to time), and enrolled in an academic program available at campuses of UW in Waterloo Region;

"GRT" means Grand River Transit which is owned and operated by the Region;

"GRT Service" includes regularly scheduled bus routes, specials and express services, as well as MobilityPLUS and ION rapid transit service offered by the Region during all hours of regular operation;

"Off-Term Student" means a student who was a Full-Time or Part-Time Student in the previous School Term and who has shown an intention to register as a Full-Time or Part-Time student in the subsequent School Term;

"Region" means The Regional Municipality of Waterloo and includes GRT;

"School Term" means a four (4) month period and throughout the year shall be referred to independently as the “Fall Term” (September 1 to December 31), the “Winter Term” (January 1 to April 30) and the “Spring Term” (May 1 to August 31);

"School Year" means September 1st of a given year to August 31st of the following year;

"UPass" means a valid University of Waterloo WatCard or similar valid identification card which has been mutually agreed upon by the parties;

"UPass Fee" means the Federation’s total charge for one UPass per Eligible Student per School Term, inclusive of the Base Fee;

"UPass Working Group" means a working group consisting of representatives of:

(a) the Region;
(b) the Wilfrid Laurier University Students' Union;
(c) the Wilfrid Laurier University Graduate Students' Association Inc.;
(d) the Federation;
(e) the Graduate Student Association - University of Waterloo;
(f) the English Language Institute at Renison University College; and,
(g) the administrators of Wilfrid Laurier University

charged with the administration of matters relating to the UPass program and addressing any service related concerns that arise including, but not limited to, wait times and the number of riders left behind at bus stops in core university areas;

"UW" means the University of Waterloo; and,

“WatCard” means a UW-issued student electronic identification card or other card as approved by the Federation and GRT.

Terms defined by the UW Undergraduate Calendar, as amended from time to time, shall be understood to apply to this Agreement, unless otherwise determined by both Parties.

PART II — FEES AND FEE CHANGES

Base Fee

The Base Fee commencing September 1, 2020 and September 1, 2021 shall be $105.50 and $113.30 per Eligible Student per applicable School Term, respectively. Thereafter, the Base Fee will increase by 3.0% effective September 1st of each subsequent School Year.

For clarity, the Base Fee prior to indexing for inflation for each School Year during the Term of this Agreement will be as follows:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Base Fee (assuming no indexing)</th>
<th>Base Fee (assuming maximum annual indexing)</th>
</tr>
</thead>
<tbody>
<tr>
<td>01-Sep-2020</td>
<td>$105.50</td>
<td>$105.50</td>
</tr>
<tr>
<td>01-Sep-2021</td>
<td>$113.30</td>
<td>$113.30</td>
</tr>
<tr>
<td>01-Sep-2022</td>
<td>$116.70</td>
<td>$118.97</td>
</tr>
<tr>
<td>01-Sep-2023</td>
<td>$120.20</td>
<td>$124.91</td>
</tr>
</tbody>
</table>

Document Number: 3173202
It is agreed that the Base Fee, in addition to any agreed upon inflationary adjustment, shall be payable to the Region by the Federation in accordance with Part VII of this Agreement.

Indexing to Inflation

When reasonable, GRT may request of the Federation the indexing of the Base Fee to account for inflation in excess of the foregoing rate of increase, which the Federation shall not unreasonably refuse. Normally, inflationary adjustments used will be determined based on the all-items Consumer Price Index (CPI) for Ontario as determined by Statistics Canada, and shall not exceed 2.0%. For the utmost certainty, no indexing shall occur before the 2022 School Year.

Review of Base Fee

The parties agree to collectively review the Base Fee within three (3) years of the commencement of this Agreement, following a planned review of GRT fare policy that will recommend a UPass target price, as presented in the GRT Business Plan (the “UPass Target Price”). The Federation shall be consulted during development of the aforementioned GRT fare policy.

In addition, following the initial review of the Base Fee within three (3) years of the commencement of this Agreement, the parties agree to meet to review the Base Fee, at a minimum, once every three (3) years thereafter during the term of this Agreement.

UPass Fee

An administrative component of the UPass Fee may be implemented by the Federation, with notice to GRT of the same. The Federation will submit the UPass Fee to the UW Board of Governors for approval as part of the undergraduate fee schedule no later than May 15th in each School Year.

It is acknowledged that the Base Fee per Eligible Student is not necessarily equal to the UPass Fee. The Federation shall endeavour to make students aware of any differences between the Base Fee and the UPass Fee.

PART III - IDENTIFICATION

Unlimited Ridership Privileges

In return for the payment of the UPass Fee, all Eligible Students shall be entitled to unlimited ridership privileges on existing GRT Service upon presentation of a valid UPass; provided, however, that all Eligible Students lacking acceptable identification upon boarding will
pay the regular fare in effect at the time and will not be entitled to any refund for such payment upon the eventual production of a UPass.

WatCard

The parties agree that the WatCard shall be the primary method of identifying students eligible for the UPass program, and that the WatCard shall be validated electronically by the Region’s fare equipment.

The parties will work together to ensure that the Region’s fare system maintains a current list of WatCards held by Eligible Students. The parties agree that changes to WatCard eligibility may take up to forty-eight (48) business hours to be reflected by the fare system.

Any proposed changes to the identification and validation systems will require the mutual agreement of both parties hereto.

PART IV — ELIGIBILITY

Automatic UPass for Each School Term for All Eligible Students

In each School Term, all Eligible Students will be charged for, and receive automatically, a UPass as part of their ancillary Federation administered fees.

For clarity, Full-Time Distance Education Students shall not be eligible to participate in the UPass program.

PART V — PERIOD OF VALIDITY

A UPass will be valid for one (1) School Term.

The first School Term to which this Agreement shall apply shall be the Fall Term of 2020.

PART VI — SERVICE INTERRUPTION

Reimbursement to Federation

In the event of a period of sustained interruption of GRT Service, whether in full or partially so as to affect a reasonable proportion of Eligible Students, exceeding three (3) full service days, the Region’s liability will be limited to a reimbursement to the Federation on the basis of a daily rate, defined as the current Base Fee divided by the number of days in the affected School Term, times the number of full days of lost service, times the number of UPasses in effect.

Timing of Reimbursement to Federation

A reimbursement will be paid by the Region to the Federation within thirty (30) days of the resumption of service.
PART VII — PAYMENT SCHEDULE

Payment Due Date

Payment of all Base Fees owing together with a detailed reconciliation in accordance with Part VIII of this Agreement shall be made to the Region by the Federation on the first day of the last month of each School Term (the “Payment Due Date”).

Interest on Late Payment

After four (4) months from the Payment Due Date for each School Term, as set out in this Part VII, a late payment charge will be assessed at an interest charge of 1.0% per month (12% per annum).

Region’s Right to Audit

The Region shall have the right to examine, audit, take extracts from, and make copies of the books, records and accounts of the Federation if they pertain to the Base Fee, at any time during normal business hours, upon seventy-two (72) hours prior written notice to the Federation.

The Region acknowledges that all books, records and accounts of the Federation pertaining to the Base Fee constitute Confidential Information.

PART VIII — RECONCILIATION OF BASE FEE AND UPASS FEES

Reconciliation

With payment for each School Term, in accordance with Section VII of this Agreement, the Federation will provide a reconciliation of Base Fees and UPass Fees collected by the Federation of the current School Term, based on financial statements and prepared in accordance with generally accepted accounting principles. The reconciliation will serve to balance all outstanding monies owing to the Region or to the Federation pursuant to this Agreement.

Information in Reconciliation

It is expected that this reconciliation will include:

(a) the total number of students registered at UW;
(b) the total number of Eligible Students;
(c) the Base Fees and UPass Fees collected;
(d) the number of refunds given per student category as outlined in Part IX herein; and
(e) such other information as is reasonably necessary to reconcile remittance and assessments.
PART IX — REFUNDS

Students Eligible for Refunds by Category

Notwithstanding any other provisions herein contained, upon presentation by an Eligible Student to the Federation of appropriate and verifiable documentation (as determined by the Federation, acting reasonably), the following students will be entitled to a full refund of their UPass Fee for a given School Term from the Federation:

(a) UW students who retain a valid Canadian National Institute for the Blind ("CNIB") registration during a given School Term;

(b) UW students who pay their fees to UW, but are taking a majority of their academic courses at an out-of-region (outside Waterloo Region) University in the same School Term as they are charged for the UPass;

(c) UW students who hold a valid Accessible Parking Permit issued by the Ministry of Transportation of Ontario, and are registered with UW Parking Services and the Office of Persons with Disabilities at the beginning of a given School Term;

(d) UW students who pay their fees to UW, but are considered on professional or academic placement outside the Waterloo Region as part of their degree, which is not considered part of co-operative education; and

(e) other exceptional refunds as may, from time to time, be approved by both parties.

The parties agree that the UPass Working Group will review the number of students who fall within category (c), above, as part of its administration of the UPass program and that this category (c) may be amended from time to time as mutually agreed to by the parties.

The UPass Working Group may, from time to time, propose additional students who should eligible to receive a refund of the UPass Fee. Any and all amendments in that regard must be agreed to in writing by both parties prior to coming into effect.

Applications for Refunds

Applications for refunds must be received by September 30th (Fall Term), January 30th (Winter Term), and May 30th (Spring Term).

Refund Records

A complete and final list of refunded passes will be maintained by the Federation.

Refunded passes will be summarized by category as part of the reconciliation described in section VIII, above.
PART X — CHANGES TO ENROLLMENT STATUS

Before Drop Deadline

Eligible Students who drop out of UW as of the Fall, Winter or Spring Drop Deadline per the UW Undergraduate Calendar shall receive a full refund of the UPass Fee.

After Drop Deadline

Eligible Students who drop out of UW or change their enrolment status at UW after the Drop Deadline per the UW Undergraduate Calendar shall not be eligible for a refund of the UPass Fee. In such cases, Eligible Students who are not refunded shall continue to have access to UPass in accordance with the provisions of this Agreement.

PART XI — RIDERSHIP DATA

Provision of Ridership Data to the Federation

GRT shall make available, at least once per School Term and upon the request by the Federation, aggregate ridership data of Eligible Students’ use of the UPass program, in such a manner as may reasonably be accommodated by GRT and as the Federation may reasonably require.

PART XII — FRAUDULENT ACTIVITY

GRT reserves the right to check the validity of a UPass, and the identity of the user of the UPass and to deny use of the UPass, for cause, as set out in the policies of GRT which are available online at www.grt.ca.

Attempted fraudulent use of the UPass may result in penalties to students and/or prosecution under applicable legislation.

PART XIII — TERM, RENEWAL, AND TERMINATION

Term of Agreement

This Agreement shall commence on September 1, 2020, and shall remain in effect for a period of five (5) years until August 31, 2025 (the "Term").

Automatic Renewal of Agreement

This Agreement shall be automatically renewed, on the same terms and conditions as outlined herein, for additional five (5) year periods following an agreement by both parties on the Base Fee for any renewal term, unless a party notifies the other party in writing no less than one hundred and eighty (180) days prior to the end of the then current Term of its desire to terminate the Agreement.

Document Number: 3173202
Termination

Either party may terminate this Agreement upon one hundred and eighty (180) days written notice to the other party.

PART XIV — LOST OR STOLEN PASSES

The Region is not responsible for any UPass that has been lost or stolen.

Eligible Students will be responsible to secure a new UPass through the processes established by UW and the Federation.

PART XV – ARBITRATION

If, at any time, a dispute arises between the Region and the Federation under this Agreement, such dispute shall upon notice, by one party to the other that such a dispute exists, be referred to arbitration under such rules and at such time and place as the Region and the Federation shall mutually agree.

In the event that the parties cannot mutually agree on matters concerning the arbitration, the provisions of the Arbitration Act, 1991, S.O. 1991, c.17, as amended, will apply.

Nothing in the foregoing, though, shall prevent the parties from trying to resolve such dispute(s) in mutually satisfactory ways by discussion or negotiation.

PART XVI – NOTICE OF CLOSURE OF GRT SERVICES

The Region will advise the Federation as soon as it is aware that GRT Services will be discontinued due to unforeseen circumstances i.e., inclement weather, labour disruption.

PART XVII – ASSUMPTION OF FULL RESPONSIBILITY

Each party agrees to assume full responsibility for any and all liability and/or claims which may arise as a result of, or in any way connected with, the conduct, actions, errors or omissions of its servants, agents or employees acting in the execution or intended execution of this Agreement directly or indirectly, and in the performance of duties associated therewith.

PART XVII – INDEMNITY AND INSURANCE

Indemnity

The Federation and the Region both during and after the term of this Agreement, shall indemnify and hold each other and their respective elected officials, officers, employees, volunteers, agents, contractors, administrators, executors, successors and assigns, harmless from any and all losses, damages, fines, penalties and surcharges, liabilities (including, but not limited to, any and
all liability for damages to property and injury to persons, including death), judgments, claims, demands, causes of action, contracts, suits, actions of other proceedings of any kind (including, but not limited to, proceedings or a criminal, administrative or quasi-criminal nature) and expenses (including, but not limited to, legal fees on a solicitor and client basis) which the indemnified party may suffer or incur, caused by a third party, arising out of or in connection with, in any way related to, or as a result of acts or omissions, whether negligent or otherwise, of the indemnifier, its employees, sub-contractors, agents and permitted successors and assigns in the performance of this Agreement.

Insurance

Each party confirms that they have and will maintain sufficient insurance for claims arising from the activities outlined within this Agreement to respond to any claims, demands or actions commenced or arising out of such.

It shall be the sole responsibility of each party to determine what additional insurance coverage, if any, is necessary and advisable for its own protection and/or to fulfil its obligations under this Agreement. Any such additional insurance shall be obtained and maintained at the sole cost of each party. This may include but not limited to, Property, Business Interruption, Commercial General Liability, Cyber, Data Breach Coverage, Errors & Omissions, Communication and Media Liability, Network and Information Security Liability, Expense Reimbursement Coverage, Equipment Breakdown, or any other exposure type coverage.

PART XVIII – TAXES

HST remittance is the responsibility of the Region with respect to the Base Fee, and the responsibility of the Federation with respect to the administration fee included as part of the UPass Fee.

PART XIX - NOTICES

Any notices permitted or required under this Agreement shall be given by personal delivery or sent by prepaid registered mail to the parties at the following addresses. Notices sent by registered mail shall be deemed to be received three days after mailing.

To: Waterloo Undergraduate Student Association (WUSA)
   University of Waterloo
   Student Life Centre, Room 1116
   200 University Avenue West
   Waterloo, ON N2L 3G1
   Fax# (519) 725-0992

   Attention: Vice President, Operations & Finance
To: The Regional Municipality of Waterloo  
Grand River Transit  
250 Strasburg Rd.  
Kitchener, ON N2E 3M6  
Fax#: (519) 585-1060

Attention: Director Transit Services

PART XX — CONFIDENTIAL INFORMATION

Application of Laws

The Federation acknowledges and agrees that the Region is subject to MFIPPA.

The Region and The Federation both acknowledge and agree that they are bound by all applicable federal and provincial privacy laws, regarding the Confidential Information the parties may obtain from one another pursuant to the provisions of this Agreement. Each party will only collect, use and disclose the Personal Information for purposes that are in compliance with all applicable federal and provincial privacy laws.

Disclosure of Confidential Information

Each of the parties agrees to disclose to the other all such Personal Information as may be required to facilitate and complete the services pursuant to the terms of this Agreement.

Personal Information No Longer Required

Each party will immediately return or destroy any Personal Information collected pursuant to this Agreement in its possession once it is no longer needed.

Security Measures

Each party will ensure that Personal Information is protected by commercially reasonable procedural and technical security measures.

Unauthorized Access

Each party will immediately notify the other party if any Personal Information in its possession has been subject to unauthorized access.

Information Provided

Any information disclosed by the Region or the Federation to the other in furtherance of this Agreement shall be regarded as confidential. Such information may only be disclosed to individuals within the Federation and the Region who require access and have a “need to know” in order to carry out the Services under this Agreement, and may only be disclosed to a third
party upon the written consent of the other party; provided, however, that the obligation to keep information confidential shall not apply to information which:

(a) is already known to the recipient when disclosed;
(b) becomes part of the public domain without breach of this Agreement;
(c) is developed by the recipient independently and without reference to the received Confidential Information; or
(d) is required to be disclosed under operation of law.

Survival

The provisions of this Part XX shall survive the expiration or termination of this Agreement.

Injunctive Relief

Each party agrees that any violation of this Part XX may cause irreparable harm to the disclosing party, entitling the disclosing party to seek injunctive relief in addition to all other legal and equitable remedies.

PART XXI – GENERAL PROVISIONS

Regular Reviews

GRT and the Federation will meet as reasonably necessary to review future GRT service plans, GRT business plans, and to review plans for information and promotion of UPasses.

Marketing of Travel Options

The parties agree to work together to identify, communicate and market various travel options to Eligible Students including the various GRT Services and encourage the use of the GRT Services.

Notwithstanding any provision of this Agreement, the Federation shall not be deemed to be a sales agent or partner of GRT or the Region by virtue of this Agreement.

Contact Person

The Federation shall designate a person on staff who is the day to day administrator of the UPasses and the contact person with respect to all issues related thereto.

Entire Agreement
This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained in this Agreement and may be amended only by the mutual agreement, in writing, of all parties.

 Assignment

This Agreement cannot be assigned by the Federation without the express prior written consent of the Region.

[The remainder of this page has been intentionally left blank.]
IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first written above.

THE REGIONAL MUNICIPALITY OF WATERLOO

_______________________________________
Name:
Title:

_______________________________________
Name:
Title:

I/We have authority to bind the Corporation.

FEDERATION OF STUDENTS, UNIVERSITY OF WATERLOO

_______________________________________
Name:
Title:

_______________________________________
Name:
Title:

I/We have authority to bind the Corporation.
Appendix “A”

Accommodated Students

Accommodation Criteria

The parties agree that students meeting the criteria outlined below, as assessed by the Federation, may be included in the UPass program or have their inclusion in the program maintained:

(b) An undergraduate student that is either in studies, a co-operative work term, or is an Off-Term Student immediately following a paid term who is in a course of study which has them returning to UW the following School Term;

(c) An elected Student Councillor, Director, or Officer of the Federation, or other student representative determined in accordance with the Policies & Procedures of the Federation who would otherwise be eligible for the UPass had they not adjusted their status to take on their current role;

(d) A Full-Time Student who is undertaking a reduced course schedule as a result of an accommodation as defined in UW Undergraduate Calendar or as otherwise defined by the University of Waterloo; and,

(e) A first year student beginning their degree during the Fall School Term for an initial use period not exceeding five (5) days during which their UPasses will be valid prior to the start of that Fall School Term.

Accommodation Process

The Federation shall assess whether a student meets the above-noted criteria for an Accommodated Student based on the following process:

(a) a student shall request admission as an Accommodated Student by submitting an application in-person at the Federation’s offices (the “Admission Application”);

(b) a student’s Admission Application will describe how they meet the accommodation criteria outlined in this Appendix, and the Federation will determine whether the student is eligible under the terms of this Agreement; and

(c) if a student is eligible to be an Accommodated Student based on the Admission Application, a declaration that identifies the student, the assessor, and the reason for eligibility, is completed and signed at point-of-sale by both the assessor and student (the “Declaration”).
The Region shall make available to the Federation preloaded fare cards, for distribution to Accommodated Students at the time the WatCard is activated for the UPass program by the Federation. The precise nature of the preloaded cards and the price to be paid to the Region by the Federation for the preloaded fare cards will be mutually determined each School Year. The Federation will track the distribution of preloaded fare cards and provide a reconciliation of their distribution each School Term, in accordance with Part VIII of this Agreement.

Issuance of UPass to Accommodated Students

The parties agree to the following process regarding issuing a UPass to an Accommodated Student:

(a) the Federation will collect the UPass Fee from the Accommodated Student;

(b) the Accommodated Student’s WatCard will then be activated for the UPass program by the Federation;

(c) Upon request by the Accommodated Student, the Federation may distribute one preloaded fare card to the Accommodated Student;

(d) at the end of each School Term, together with the final reconciliation payment as specified in this Agreement in Part VII, the Federation shall provide the Region with:

(i) a reconciliation of the number of Accommodated Students admitted to the UPass program under the terms of this Agreement;

(ii) a reconciliation of the number of preloaded fare cards purchased by the Federation and distributed to Accommodated Students

(iii) the total UPass Fees and Base Fees collected from Accommodated Students, which will be the same as the number of Accommodated Students times the current term applicable fee; and

(iv) any Declarations for its review upon written request from the Region.

The Region shall reserve the right to deny additional ridership for Accommodated Students for over 250 Accommodated Students per School Term of UW, with the exception of accommodations made for reasons of accessibility; and

The Federation will maintain records of individual assessments for Admission Applications for one (1) year after which the Admission Application was either denied or approved, and after such time the Federation shall ensure that such information is securely destroyed. Such records shall also be maintained in accordance with Part XX - Confidential Information of this Agreement.