

**Memorandum of Understanding
Between:
The Federation of Students (hereinafter called "Feds")
And
University of Waterloo School of Pharmacy (hereinafter called "Pharmacy")**

Definitions

1. The Dispensary Café or The Caffeine Dispensary: premises as defined at Pharmacy
2. Premises: PHR 1002, 1002A, 1002B and the storage cage in the loading dock area their built in fitments, equipment, electrical and mechanical facilities as well as improvement or alterations made thereto
 - a. Servery: counter and area behind counter
 - b. Seating Area: area in front of counter
3. Manager: International News Manager or the Assistant Manager of the Premises
4. Staff Representative: a staff member of Pharmacy who will liaise with the Feds on matters relating to the Premises and this agreement

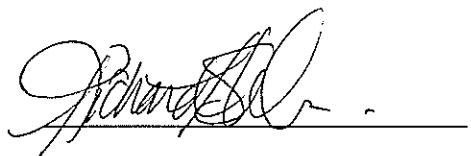
WHEREAS the Feds' Board of Directors has voted in favour of opening a café operation at Pharmacy

WHEREAS both the Feds and Pharmacy wish to create a space that caters to students, faculty and staff, while operating effectively and efficiently in cooperation to provide such a service

Be it resolved that both parties agree to the following:

1. Length of Term
 - a. This agreement will commence on May 1, 2019 and renewed on April 30, 2024
 - b. The space will revert to the control of Pharmacy if this agreement is terminated
2. Finance
 - a. Capital Expenses
 - i. All leasehold improvements incurred to set up, maintain, alter or improve the Servery while this agreement is in place are the sole responsibility of the Feds, and will be approved by the Staff Representative prior to implementation
 - ii. All leasehold improvements incurred to set up, maintain, alter or improve the Seating Area while this agreement is in place are the sole responsibility of Pharmacy
3. Parking, Access and Advertising
 - a. Parking
 - i. One parking pass to the staff lot will be held for the manager and staff of the premises, to be paid for solely by the Feds
 - ii. The 15 minutes service parking space may also be used from time to time for deliveries by the manager or suppliers

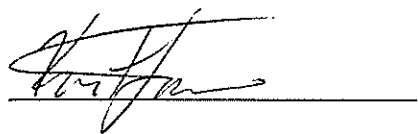
- g. Accessibility
 - i. The Feds and Pharmacy will ensure the Café space (server and seating area) and configuration is accessible for persons with disabilities, per the *Accessibility for Ontarians with Disabilities Act, 2005* and other relevant legislation
- h. Termination, Amendments and Renewal
 - i. The Feds and Pharmacy will review operational results from each operating year, running May to April, beginning March of that year
 - ii. The agreement must be reviewed by both parties in a renewal year starting no later than February of that year
 - iii. Any amendments to the agreement must be approved in writing by both parties
 - iv. This agreement can be terminated with 90 days' notice by either party
 - v. Any disputes arising from this agreement will be resolved through arbitration



Richard Wu
President, Federation of Students

Monday, April 29th, 2019

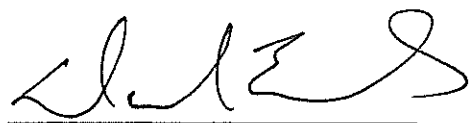
Date



Kurt MacMillan
Vice President, Operations and Finance, Federation of Students

Apr 29/19

Date



Dr. David Edwards
Hallman Director, School of Pharmacy

May 6, 2019.

Date

/t/m (April 18/19)