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 (servery 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

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

Dr. David Edwards
Hallman Director, School of Pharmacy

/tim (April 18/19)