

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 1st day of May, 2020

(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.

- 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

Email: pres@wusa.ca

AND

Secretary of the Corporation
Federation of Students
Student Life Centre
200 University Ave. W.
Waterloo, ON, N2L 3G1

Email: secretary@wusa.ca

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. Allege 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. Allege 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.