

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
- j. Global Business and Digital Arts Society.

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 constituting 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 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.