

Resolution Re: the PGSS-SSMU Memorandum of Agreement
Regarding Clubs & Services

Whereas, collaboration between the Post-Graduate Students' Society of McGill University (PGSS) and the Students' Society of McGill University (SSMU) can be beneficial for the members of both societies;

Whereas, PGSS members are interested in participating in the activities of SSMU clubs and services;

Whereas, SSMU clubs and services benefit from the contributions of PGSS members;

Whereas, the PGSS is willing to make an annual financial contribution to support the activities of SSMU clubs and services;

Whereas, the previous Memorandum of Agreement between these two Societies regarding PGSS member participation in SSMU clubs and services has expired;

Whereas, the Executives of both Societies have expressed interest in entering into a long-term agreement;

Whereas, the text of the proposed Memorandum of Agreement is included in full below;

Resolved, the Society, represented by the Vice-President Clubs & Services and the President, should enter into the Memorandum of Agreement with the Post-Graduate Students' Society regarding clubs and services below.

Moved by:

Carol Fraser
VP Clubs & Services

Maggie Knight
President

MEMORANDUM OF AGREEMENT ENTERED INTO THE CITY AND DISTRICT OF MONTREAL, PROVINCE OF QUEBEC, THIS SEPTEMBER XX 2011.

Between:

The Post-Graduate Students' Society of McGill University, Inc.

An incorporated association of graduate students having its principle office at the David Thomson Graduate Center situated at 3650 McTavish, in the city of Montréal, province of Quebec, hereafter referred to as “**PGSS**”.

And:

The Students' Society of McGill University

An incorporated association of students having its principal office at the William and Mary Brown Student services building situated at 3600 McTavish, in the city of Montréal, province of Quebec, hereafter referred as the “**SSMU**”.

Whereas the **PGSS** and the **SSMU** wish to enter into an agreement concerning the relationship between the **PGSS** and **SSMU**, the accessibility to the **SSMU**'s services to regular members of the **PGSS**, and the payment of certain fees by the **PGSS** to the **SSMU**;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. PREAMBLE

1.1. The preamble shall form part of the present agreement as if hereinafter set forth at length.

2. TERM

2.1. The Present agreement shall be for a period of three (3) years, commencing June 1st 2012 and terminating on May 31st 2021, unless

2.1.1. otherwise terminated earlier as hereinafter provided; **or**

2.1.2. extended as hereinafter provided.

3. ACTIVITIES OF THE PGSS SUBJECT TO THIS AGREEMENT

3.1. The present agreement shall apply to all regular members of the **PGSS** as the defined by Articles of its constitution, who shall have access to the services and activities to be provided by the **SSMU** as outlined in 4.1.

3.2. The **PGSS** undertakes and agrees that it will inform its members of the services to be provided to them as set forth above, and it shall inform its members, covered by this agreement, that they are subject to the rules and regulations of the **SSMU** as stipulated in the constitution and by-laws of the **SSMU** as provided in Appendix A, whenever the

members of the **PGSS** avail themselves of the access to SSMU clubs and services as provided in this Agreement. **SSMU** undertakes to provide the **PGSS** within 30 days of any change to **SSMU** rules and regulations regarding clubs and services.

4. **ACTIVITIES OF THE SSMU SUBJECT TO THIS AGREEMENT**

- 4.1. The **SSMU** shall provide regular members of the **PGSS**:
 - 4.1.1. Access to and full use of all **SSMU** clubs and services (as is applicable to each in terms of access), including representation, or memberships where applicable, in these clubs, as provided for by each club or service's constitution, and in the articles of the **SSMU**;
 - 4.1.2. A copy of the annual budget of the **SSMU**;
 - 4.1.3. A copy of the annual budgets and financial statements for each club and service;
 - 4.1.4. A copy of annual reports from each club and service on activities oriented towards or targeting graduate student, where possible;
 - 4.1.5. Data on graduate student participation or use of each club and service except where prohibited by confidentiality regulations; and
- 4.2. The **SSMU** shall provide regular members of the **PGSS** access, without consideration of cost, to all **SSMU** clubs and services, as per membership regulations of each individual club or service.
- 4.3. The **SSMU** shall provide the **PGSS** with a seat on the **SSMU** Interest Group Committee.
- 4.4. The **PGSS** shall employ a resource-person ("Student Life Coordinator") who shall liaise between the **PGSS** members who wish to participate in **SSMU** clubs, and the Vice President (Clubs and Services) of the **SSMU**;
 - 4.4.1. The **PGSS** "Student Life Coordinator" and the Vice President (Clubs and Services) of the **SSMU** shall work together to collect information to fulfill article 4.1.5 of this agreement.
- 4.5. Members of the **PGSS** wishing to create new clubs under the **SSMU** shall have the right to place a call-out on the **SSMU**'s weekly listserv to solicit undergraduate members to join.
 - 4.5.1. No club founded under the **SSMU** shall consist of solely **PGSS** members, as per the **SSMU**'s Memorandum of Agreement with the Royal Insitute for the Advancement of Learning (McGill University) and the **SSMU**'s internal regulations.

5. **OBLIGATIONS OF THE PGSS**

- 5.1. THE **PGSS** AGREES TO PAY **SSMU** fees in accordance with the following schedule:
 - 5.1.1. An annual lump sum of: \$4,000 plus C.P.I. to be paid retroactively on the 1st of each year of the agreement starting June 1st, 2012, and occurring June 1st every year thereafter.

5.2. TIME OF PAYMENT.

- 5.2.1. Payment shall be rendered on June 1st of each year for services provided in the year preceding.

5.3 EXPIRATION OF AGREEMENT

- 5.3.1 The final payment under this agreement shall be rendered on June 1st, 2021.

6. **AKNOWLEDGEMENT**

- 6.1. The parties declare that they have no claim of any nature or kind, one against the other.

7. **TOTAL AGREEMENT/AMENDING PROVISIONS**

7.1. This Agreement constitutes the entire agreement between the parties and may not be altered or amended except by a subsequent writing signed by both parties or under article 9.0 of this Agreement.

8. RENEWAL

8.1. Should this Agreement lapse at the end of 10 years with no new agreement being entered into, then this present agreement is deemed to continue for one (1) further year only, in accordance with the statutes of the province of Quebec.

9. ARBITRATION

9.1. Should both parties fail to agree on any interpretation of this agreement then a three-member binding arbitration committee shall be appointed. Each Party should appoint one member. The two appointed members shall appoint a third member. If a third member is not appointed within fifteen days of the arbitration committee being struck, a judge of the superior court from the district of Montreal shall name a third member with costs being shared equally by both parties to this agreement.

9.2. The jurisdiction of the arbitrators shall include, but not be limited to, inquiring into any decision by the SSMU, but solely for the purposes of determining the rights and obligations of the parties under the present Agreement.

10. NOTIFICATION

10.1 **ANY** notice required herein shall be given by registered mail or by personal service to:

**PGSS: David Thomson Graduate Post-Graduate Centre
3650 McTavish
MONTREAL, QUEBEC
H38 1Y2**

**SSMU: William and Mary Brown Student Services Building
3600 McTavish
MONTREAL, QUEBEC
H3A 1Y2**

11. USE OF HEADINGS

11.1 The Parties acknowledge that the use of headings in the present Agreement is for convenience purposes only and shall have no bearing on any interpretation of any section herein.

12. GOVERNING LAW

12.1 The present Agreement shall be interpreted and construed in accordance with the Laws of the Province of QUEBEC.

13. LANGUAGE

13.1 The present Agreement has been drawn up in the English language at the mutual request of the parties hereto;

Les Présentés ont été rédigées dans la langue anglaise à la demande mutuelle des parties aux présentés.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THE PRESENT AGREEMENT ON THE DATE AND PLACE HEREIN ABOVE MENTIONED,

**STUDENTS'
UNIVERSITY**

**THE POST-GRADUATE
SOCIETY OF MCGILL
INC., (PARTY OF THE FIRST
PART)**

Witness

Roland Nassim

Date

President

Witness

Adrian Kaats

Date

VP Finance

**STUDENT'S SOCIETY OF
MCGILL UNIVERSITY (PARTY
OF THE SECOND PART)**

Witness

Margaret Knight

Date

President

Witness

Carol Ellen Fraser

Date

VP Clubs and Services