

Final March 2010

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**McGILL UNIVERSITY**

**AND**

**ARTS UNDERGRADUATE SOCIETY OF  
McGILL UNIVERSITY INC. /  
L'ASSOCIATION ÉTUDIANTE DE  
PREMIER CYCLE DE LA FACULTÉ DES  
ARTS DE L'UNIVERSITÉ McGILL INC**

Final March 18, 2010

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**MEMORANDUM OF AGREEMENT made and entered into at the City and District of Montreal, Province of Quebec**

**BETWEEN** **McGill UNIVERSITY**, a University duly constituted by charter, having its principal office at 845 Sherbrooke Street West, in the City and District of Montreal, Province of Quebec,

(hereinafter referred to as the "University")

**AND** **ARTS UNDERGRADUATE SOCIETY OF MCGILL UNIVERSITY INC. / L'ASSOCIATION ÉTUDIANTE DE PREMIER CYCLE DE LA FACULTÉ DES ARTS DE L'UNIVERSITÉ MCGILL INC** having its principal office at 855 Sherbrooke Street West Room B12B in the City and District of Montreal, Province of Quebec,

(hereinafter referred to as "the Association")

**WHEREAS** the University is committed to protecting the rights of the undergraduate student body as represented by the Association;

**WHEREAS** the University recognizes student groups as integral members of the University community;

**WHEREAS** the University and the Association are committed to preserving their positive relationship and in preserving the particular nature of the student associations, and in consequence, the present agreement is to be interpreted and acted on the basis of good faith;

**WHEREAS** the University and the Association wish to enter into an agreement respecting various matters including the assessment and collection of fees from students and the operation of University accounts for such fees;

**WHEREAS** a referendum of members of the Association approved the collection of fees for its operating expenses and the support of its activities;

**WHEREAS**, on the basis of said referendum, the Board of Governors of McGill University approved the collection of fees from members of the Association for said purposes;

**WHEREAS** the Association was incorporated of May 31, 1993 by Letters Patent issued pursuant to Part III of the Companies Act (Quebec);

**WHEREAS** the Association was accredited on April 1, 2003 in accordance the Act Respecting the Accreditation and Financing of Students' Associations R.S.Q., chapter A-3.01 representing all undergraduate students in the Faculty of Arts;

**WHEREAS** the University and the Association wish to enter into a new agreement, in replacement of the previous agreement,

**NOW THEREFORE, THE PRESENT AGREEMENT WITNESSES:**

**1. COLLECTION OF ASSOCIATION FEES**

- 1.1 Subject to the approval of the Board of Governors of the University, the University shall collect in each of the fall and winter sessions during the term of the present Agreement all fees from students duly registered at the University and assessed by the Association, such fees (the "Association Fees") to be used by the Association for its operating expenses and the support of the Association. The current Association Fee Schedule appears as **Appendix A** hereto. The Association represents all undergraduate students from the Faculty of Arts.
- 1.2 The Association Fees shall be included in the total student fee assessed by the University in respect of students and all University regulations pertaining to the assessment and collection of fees shall apply thereto.
- 1.3 The first distribution of the Association Fees shall be paid to the Association on September 15 and shall reflect fee assessments from June 1 to August 31st. The second distribution of the Association Fees shall be paid on November 15th and shall reflect the balance of the Fall Term assessments as at October 31st. There shall be no hold back of fees for either of these remittances. The third distribution of the Association Fees shall be paid on February 15th and shall reflect the Winter Term fee assessments as at January 31st. An amount equal to 10% of the amount to be paid as the third distribution shall be held back by the University to account for changes in student registration occurring from February 1st to May 31st. The final distribution of Association Fees shall be paid on June 15 and shall reflect assessment as at May 31st, less the 1 % fee for bad debt charges (in accordance with section 1.4), the Annual Administrative Fee (in accordance with section 2.1) and any other amounts owed to the University as at May 31st.
- 1.4 No charges shall be levied by the University for the collection of the Association Fees, however the University shall be entitled to receive 1% of the total fees assessed in each term as relief for the collection of bad debts. The University shall provide the Association with information on the level of bad debt resulting from its members.
- 1.5 At the option of the Association, the Association Fees may be credited to an internal account of the University with the prior written approval of the Association for the exclusive use of the Association.
- 1.6 No adjustments to the Association's fees shall be applied or collected by the University unless the Dean of Students has confirmed in writing that the formalities required by the Association's constitution for fee adjustments and applicable law have been followed.
- 1.7 All requests for new fees or fee changes must be sent in writing to the Dean of Students' Office by April 1 for implementation in the Fall term and by November 20 for implementation in the Winter term.

**2. ACCOUNTING SERVICES**

- 2.1 The University shall provide certain accounting services to the Association for an Annual

Administrative Fee in accordance with the schedule contained in **Appendix B**. This fee is subject to an annual review by the University. The services to be provided will include the following:

- 2.1.1 Monthly trust fund statements indicating fee revenues, distributions and expenses resulting in year to date totals.
- 2.1.2 Provision of regular lists on the Association's membership on a scheduled basis; weekly in August/September and monthly the remaining months.

The Association shall request security access at the beginning of their mandate to access Minerva reports. The President of the Association must authorize all requests for access, and should the President require access, then two vice-presidents of the Association must authorize his/her request. Security authorization to Minerva reports shall terminate each year on June 15<sup>th</sup>. Employees of the Association who have been given access may keep their access upon confirmation by the current year's President.

- 2.2 Should the Association require any other lists, data sets or any other type of information on their membership or its financial records not already provided for in article 2.1 above or elsewhere in this Memorandum of Agreement, the University shall give effect to the request to the extent allowed by law and subject to the payment of an appropriate fee, and upon reasonable prior notice to Accountant, Student Affairs Office, Administration Building. This fee will be identified prior to fulfilling the request. The University is subject to the provisions of the Quebec *Act Respecting Access to Documents held by Public Bodies and the Protection of Personal Information* and therefore reserves the right to refuse to give effect to a request.
- 2.3 Notwithstanding article 2.1, should any programming changes be required to be performed by the University's Department of Information Systems Resources ("ISR") at the request of the Association, the University reserves the right to charge the Association the hourly rate for the work to be performed.
- 2.4 The University will not draw any funds from the account maintained by the University for the use of the Association or from the fees collected by the University for the Association without the Association's prior written approval, unless exercised as a remedy pursuant to article 8.1 hereto.

### **3. LOANS AND GRANTS**

The Association may apply to the University from time to time for loans and grants in aid of activities or projects, the granting of which shall be in the sole discretion of the University.

### **4. INSURANCE**

- 4.1 The Association shall ensure that its officers and employees are covered under the terms of an Employee Dishonesty Policy with a reputable licensed insurer, to maintain such policy in force at all times during the term of the present Agreement and to provide the University each year with a copy of such policy.

- 4.2 The Association shall be solely responsible for obtaining appropriate insurance necessary to conduct its activities, including and without limitation, comprehensive general liability insurance, including but not limited to libel, slander, defamation of character, loss of property damages and personal damages, and shall name the University as co-insured.
- 4.3 The Association shall provide evidence of coverage upon execution of the Agreement and annually thereafter to the McGill Risk Management and Insurance Office. Evidence shall take the form of true copies of the relevant insurance policy or renewal certificate, as the case may be.
- 4.4 The Association shall hold harmless the University, its officers, employees and agents of and from any and all suits, claims or demands, and reasonable costs and expenses that may arise by reason of the operation of activities of the Association, or any act, neglect, omission of the Association, its directors, officers, employees, agents or persons engaged or retained by it.

## 5. MAINTENANCE AND AUDITING OF ACCOUNTS

- 5.1 The Association shall provide the Deputy Provost (Student Life and Learning) with a copy of its annual audited financial statements within 120 calendar days of each financial year end. The Association's financial year-end is May 31.
- 5.3 Upon reasonable notice from the University and upon reasonable cause, the Association shall make available for audit at no cost to the Association all documents relating to:
  - (a) current contracts and expenditures;
  - (b) projected contracts and expenditures; and
  - (c) books, records and accounts.
- 5.4 The Association shall engage the services of a reputable auditing firm and give notice of the same to the University on a timely basis. The University shall advise whether the auditing firm is acceptable and shall provide reasons. In the event the University does not find that firm acceptable, for whatever reasons, the Association shall appoint another firm subject to acceptance by the University.

## 6. USE OF THE MCGILL NAME OR EMBLEM

- 6.1 The Association recognizes the University is the owner of the intellectual property in the word "McGill" and the McGill trademarks which are duly protected by the *Trademarks Act*.
- 6.2 On a nonexclusive basis and solely in connection with its activities related to its role as a student association and in accordance with this Agreement, the University hereby grants the Association the right to use the word "McGill" in its name **THE ARTS UNDERGRADUATE SOCIETY OF MCGILL UNIVERSITY INC./L'ASSOCIATION DES ÉTUDIANTS ET ÉTUDIANTES DE LA FACULTE DES ARTS DE L'UNIVERSITÉ MCGILL INC.** The present grant is not assignable.
- 6.3 The University's trademarks and emblems may not be used in connection with the Association's name or logo which shall be distinct from that of the University's.

- 6.4 On a nonexclusive basis, for the term of this Agreement and in accordance with its conditions, the University hereby grants the recognized student groups of the Association appearing in **Appendix G** the right to use the word "McGill" in their names. The present grant is not assignable. McGill reserves the right to withdraw its permission for any club at any time and for whatever reason.
- 6.5 Neither the Association, nor any of its clubs or groups shall use the name, emblems or trademarks of the University for any other purpose without the express prior written consent of the Secretary-General of the University.

## **7. CONTRACTS AND LEGAL PROCEEDINGS**

- 7.1 Any acts, contracts, and legal proceedings involving either party shall be the exclusive responsibility of that party.
- 7.2 Neither party shall enter into nor execute any cheques, contracts, documents, instruments, receipts, leases or other agreements in the name of the other party or in any way engage the liability of the other party thereon by any other means.
- 7.3 The Association shall not solicit or receive any gift, grant or bequest in the name of the University without the prior written consent of the University.
- 7.4 Should any legal proceedings or claims be taken or made against one party as a result of an act of the other, the said legal proceeding or claims shall be immediately referred to the other party which shall deal with it in a timely manner and at its own expense. Any costs or expenses incurred by the party for such legal proceedings or claim including, inter alia, any legal fees, condemnation, order, settlement, interest, judicial and extra judicial fees and costs, shall be entirely at the charge of the other party.
- 7.5 Either party shall have the option of engaging its own legal counsel to intervene in any legal proceedings in respect of the other party where its interests are involved. In such a case, all expenses, extra judicial fees and disbursements shall be borne exclusively by the party that has invoked this option.

## **8. RIGHT TO SET OFF**

- 8.1 Should the University, following due notice to the Association, be required to pay any of the charges, costs, expenses, debts and claims which are by these presents to be borne exclusively by the Association, or should the Association be in any way indebted to the University, the University is authorized to collect or set off the said amount against the funds paid or payable to the Association hereunder.
- 8.2 In accordance with the present Agreement:
- a) The University must provide the Association with a written notice of the charges, costs, expenses, debts and claims providing complete details and documents relating thereto.

- b) The Association shall have thirty (30) working days (or 60 calendar days between period May 1 and August 31) after the receipt of such notice in which to resolve and/or remedy the matter.
- c) The University shall exercise its best effort to inform the Association as soon as possible within the same budget year (defined as the period June 1 to May 31) of any charges, costs, expenses, debts and claims on the part of the Association under this clause.

## 9. LIQUOR PERMITS

The Association shall apply for and maintain in its name necessary reunion liquor permits for any event, it and any of its clubs or groups, may hold from time to time for its own purposes.

- 9.1 The Association recognizes and reaffirms its commitment to respect article 39 of the *Quebec Act Respecting Liquor Permits (chapter P-9.1)* that specifies the Association may only hold a **reunion class liquor permit**, as defined in article 33 of the Quebec Act Respecting Liquor Permits (chapter P-9.1) for events held within University buildings or anywhere on University property. The hosting of such events is subject to prior express approval of the University and such other conditions as set from time to time.
- 9.2 The Association shall exercise its permits in accordance with all laws, municipal and government regulations and well as all internal requirements and policies of the University and appropriate standards of conduct, that include, but are not limited to those relating to:
  - (a) hosting on campus events only in approved University locations;
  - (b) advertising these campus events, and the cost of alcohol, in accordance with the law;
  - (c) purchasing, storing (as applicable) and serving the alcoholic beverages at these events in accordance with the law;
  - (d) adhering to all requirements with respect to building, fire, security and room capacity.
- 9.3 The Association shall hold harmless the University for any and all claims, fees or fines arising from its exercise or omission to exercise its rights and duties under such permits and as host of these events.

## 10. REPRESENTATIONS OF THE ASSOCIATION

- 10.1 The Association represents warrants and covenants that:
  - 10.1.1 the charter documents, constitution and by-laws of the Association consist entirely of the documents remitted to the University concurrently with the execution of the present Agreement and which appear as **Appendix C**. The Constitution and by-laws of the Corporation are provided for reference purposes. The Parties agree that no clause in the Constitution or By-laws shall modify or supersede this Agreement;
  - 10.1.2 a referendum of the Association members has been duly held in accordance with its constitution approving the existing Association Fees and such referendum continues to bind the Association and its members;



- 10.1.3 it has amended its policies and procedures to provide for conflict of interest provisions respecting the hiring of employees, contracts with related parties and the administration of its affairs;
  - 10.1.4 it is and shall maintain its status as a corporation under Part III of the *Quebec Companies Act* whose membership is limited to regularly registered undergraduate arts students.
  - 10.1.5 undergraduate students registered at the University are entitled to membership but no member may act as Director or Officer of the Association while subject to any non-academic disciplinary measure under the *Handbook of Students Rights and Responsibilities*.
- 10.2 The Association shall provide the Deputy Provost (Student Life and Learning) with a copy of :
- i. the Association's Annual Declaration of Incorporation as proof that the Association has maintained its incorporated status;
  - ii. a copy of the Association's annual audited financial statements prepared in accordance with Article 5 herein;
  - iii. a copy of the annual Certificate of Insurance obtained in accordance with Article 4 herein; and
  - iv. any changes to the documents remitted to the University concurrently with the execution of the present Agreement, within 30 days of the change.

## **11. EVENT OF DEFAULT**

- 11.1 Each of the following shall be considered an event of default:
- 11.1.1 when either the Association or the University breaches a term or condition of the present agreement or of any other agreement between the Association and the University;
  - 11.1.2 when the Association violates its charter, constitution or by-laws, or any duly approved regulations, rules or policies of the University some of which appear at [www.mcgill.ca](http://www.mcgill.ca) and in particular those in the University Administrative Handbook located at <http://www.mcgill.ca/administrativehandbook/>;
  - 11.1.3 when in the course of or subsequent to an audit, the Association's auditors reports material fraud, error or misstatement of the books or financial records, accounts or corporate affairs of the Association;
  - 11.1.4 when the Association ceases to operate, dissolves, modifies its status, makes any general assignment for the benefit of the creditors, takes the benefit of any insolvency or bankruptcy act or if a receiver or trustee be appointed for the property of the Association or any part thereof.

- 11.2 In the event of default, the defaulting party shall be entitled to written notice of default and upon receipt of such notice, shall have 30 working days (or 60 calendar days between period May 1 and August 31) within which to remedy such default.
- 11.3 In the event of a dispute over the existence of a default, either party shall be entitled to submit the dispute to arbitration by giving the other party written notice no later than 90 calendar days from the date of the notice referred to in Section 11.2. Such notice shall suspend the delay granted to remedy the default referred to in Section 11.2.
- 11.4 Submission to arbitration shall be made in accordance with the provisions of the Quebec Code of Civil Procedures (Sections 940 and following) to one arbitrator chosen by the parties. The fees and expenses of the arbitrator shall be shared equally between the parties.
- 11.5 Notwithstanding section 11.3, the parties agree that it is in their best interest to resolve any dispute amicably. The parties agree to engage in an open and respectful dialogue between the Deputy Provost (Student Life and Learning) and the President of the Association with the aim of arriving at an amicable resolution of the dispute.

## **12. REMEDIES**

- 12.1 Upon the confirmation of the occurrence of a default by either party, in accordance with section 11, the present Agreement may be resiliated forthwith upon written notice to the defaulting party.
- 12.2 Upon the confirmation of the occurrence of an event of default by the Association, in accordance with section 11, all funds for the accounts of the Association shall be allocated to an interim trust fund ("Trust Fund") administered by the University and overseen by a committee of five (5) members comprising of two University representatives, two Association representatives and chaired by a person selected by agreement of the parties. The Committee shall oversee the administration of the Trust Fund until such time as the Association has been restructured and reinstated.
- 12.3 It is expressly agreed that such resiliation shall be in addition and without prejudice to all other rights as provided by law or herein.

## **13. STUDENT PUBLICATIONS**

- 13.1 The University recognizes that the Association's role as a representative body of students may necessitate the publication of newspapers, newsletters and periodicals directed toward its members.

13.1.1 The Association publishes in paper format the publications entitled *Steps Magazine* and *The Veg* ("Publication"), a copy of the first and second pages appears in **Appendix D**.

13.1.2 Whether in hard copy or in electronic form, the Publication shall bear the following notice immediately below the Publication's name on the title page:

*"Published by the Arts Undergraduate Society of McGill University.*

13.1.3 The Publication shall print the following notice on the second page or back cover page in at least 9-point font:

*“This Publication is published by the Arts Undergraduate Society of McGill University, a student society at McGill University. The content of this publication does not necessarily represent the views of the Arts Undergraduate Society or of McGill University.”*

13.1.4 The Publication may not display the McGill name, crest or logo in its masthead.

13.2 The Association may distribute the Publication on the Montreal campus at no cost by leaving copies at defined location in the building as designated by the University. The list of Approved Locations appears in **Appendix D**. No changes shall be made to this list without the approval and authorization of the Deputy Provost (Student Life and Learning).

13.3 Off-campus distribution is permitted at those Approved Locations appearing in **Appendix D** and under the following conditions:

- a. no off campus distribution in any other building is permitted without prior written permission of the authorized building manager and authorization from the Deputy Provost (Student Life and Learning);
- b. in no circumstances shall off campus distribution be permitted in public places including sidewalk boxes;
- c. authorization of the Deputy Provost (Student Life and Learning) is revocable upon demand.

The Association must notify the Deputy Provost (Student Life and Learning), in writing, of any change to the Off-Campus distribution locations of the Publication listed in **Appendix D**. Such notification must occur prior to distribution and shall include written permission for such distribution from the owner or manager of such off-campus locations. Any violation of these terms may be considered an event of default.

13.4 The editorial, reporting and advertising content of the Publication is the sole and exclusive responsibility of the Association. It is understood that the University shall not be responsible or liable for the editorial, reporting or advertising content of the Publications.

13.5 Notwithstanding the generality of the foregoing, the permission granted to the Association under this Agreement does not extend to the distribution of commercial flyers and advertisements for third parties; either placed loosely within the Publication or distributed with the Publication (whether or not placed on the newsstands), is strictly prohibited.

13.6 It is understood that subject to the provisions in this section, the Association is permitted to produce and distribute to its members at no cost, Association brochures and agendas.

## **14. BUSINESS ACTIVITIES**

The following are the general principles governing the business activities of the Association:

- 14.1 The Association is entitled to engage in the revenue-generating activities as listed in **Appendix E**.

The Association must receive the University's prior written approval for changes in the use of University space for revenue-generating activities as listed in **Appendix E**.

- 14.2 The Association must have the University's prior written agreement in signing any contracts or agreements with external parties, for Association's business purposes that lead to the use of University space and/or facilities by such external parties.
- 14.3 When University space and/or facilities are used for business activities, the University must be reimbursed appropriately for the costs associated with the use of such space and/or facilities; these may include but not be limited to the payment of electricity, janitorial and maintenance charges. The University shall provide the Association details and documents of such charges, upon request.
- 14.4 Any University space or facilities used for business activities may be subject to a lease or other formal arrangement that may include the payment of rent.
- 14.5 The University and the Association will undertake to discuss contracts or agreements with external parties regarding certain business activities which may lead to the recovery of costs for the University as well as generate sufficient income to the benefit of both the University and the Association.

## **15. LOCATION**

- 15.1 In accordance with its status as a recognized student association, the University shall provide the Association with a room at no charge that shall constitute an office from which to conduct its activities. The location of this room shall be on or around the Montreal campus of the University and shall constitute the Association's principal premises. The current location of this room appears in **Appendix F**.
- 15.2 The University further grants to the Association the use of the University space and/or facilities appearing in **Appendix F** at no charge for the term of this Agreement only for the stated purpose. No change may be made to the use of the space and/or facilities without the express prior approval of the Deputy Provost (Student Life and Learning).
- 15.3 Any request for additional space shall be made to the Deputy Provost (Student Life and Learning) shall be subject to availability. All such space shall be confirmed in writing by the Deputy Provost (Student Life and Learning) whose confirmation shall constitute an amendment to this Agreement.
- 15.4 The University reserves the right to bill the Association for any extraordinary cleaning or repair necessitated as a result of an Association-sponsored activity in University premises listed in either **Appendix E** or **F**.
- 15.5 Notwithstanding, subject to six (6) months notice, the Association shall vacate the

space at the University's request should the University deem it necessary or advisable to use the space for other University purposes.

**16. TELEPHONE, MAIL AND E-MAIL**

As long as the Association is located in a University building, the Association shall be entitled:

- 16.1 to purchase telephone services from the University, including the "398" exchange number, long distance services, internal switching and University directory listings. No equipment other than that provided by McGill Network and Communications services may be attached to lines provided by McGill
- 16.2 to purchase backbone connectivity and Internet access for their computers. This does not include a right to web casting. This may be subject to a separate agreement.
- 16.3 to use the University's e-mail system subject to the Association, its employees, officers and volunteers respecting University policies including but not limited to the *Code of Conduct for Users of the McGill Computing System*.
- 16.4 Subject to the conditions set out in Articles 6 and 13, the University grants the Association the right to use "McGill" within its domain name <http://www.ausmcgill.com> within the Associations' own independent interactive website.

The Association shall pay for all costs associated with the integration and the use of these systems as set from time to time. Integration in these University systems is a privilege which may be revoked should the University reasonably believe that the Association has used any system in a manner contravening McGill policy.

**17. STAFF STATUS**

All staff hired by the Association shall have exclusive Association employment status. The working conditions, including payroll, of the Associations staff shall be determined solely by the Association.

**18. TEXTBOOKS AND CASEBOOKS**

The Association shall not be entitled to sell new or second-hand textbooks or casebooks or other course material unless authorized by the University Bookstore.

**19. TERM AND REVIEW**

The term of the present agreement is five (5) years beginning on **June 1, 2010** and ending on **May 31, 2015**. Six (6) months prior to the expiration of the term, the parties shall review in good faith the terms and conditions with a view to renew on a mutually agreeable basis. In the event the parties are unable to agree on the terms of renewal, the terms of the present agreement shall end at its term.

**20. NOTICE**

Any notice to be given by the present Agreement shall be given to the University at its above-mentioned address to the attention of the Deputy Provost (Student Life and Learning) and to the Association to the attention of its President or any available officer should the President not be available.

**21. ENTIRE AGREEMENT**

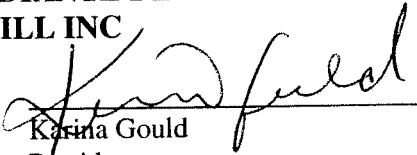
This present Agreement constitutes the entire Agreement between the parties pertaining to the subject matter hereof and supersedes and replaces all prior agreements, undertakings, negotiations and discussions of the parties.

**22. LANGUAGE**

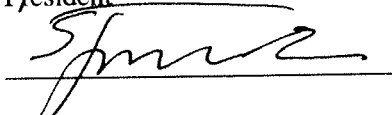
The parties to the present Agreement have requested that the present Agreement and all documents and notices related therewith be drafted in the English language. *Les parties à la présente ont demandé que la présente convention et tout document ou avis y afférent soit rédigés dans la langue anglaise.*

**AND THE PARTIES HAVE SIGNED:**

**ARTS UNDERGRADUATE SOCIETY OF MCGILL UNIVERSITY INC/ L'ASSOCIATION  
ÉTUDIANTE DE PREMIER CYCLE DE LA FACULTÉ DES ARTS DE L'UNIVERSITÉ  
MCGILL INC**


Per:   
Karina Gould  
President

March 22/2010  
date

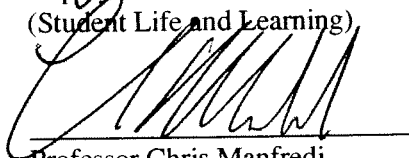
Per:   
Vice-President (Finance)

22 MARCH 2010  
date

**McGill UNIVERSITY**

Per:   
Professor Morton Mendelson  
Deputy Provost  
(Student Life and Learning)

22/3/10  
date

Per:   
Professor Chris Manfredi  
Dean of Arts

22/3/10  
date



## APPENDIX A

### Association Fee Schedule in accordance with Article 1 of this Agreement

#### Arts Undergraduate Society

Description	Amt	Start Date	End Date	referendum date	Opt Out
Arts Improvement Fund	14.70 FT/7.35 PT	Fall 2007	Winter 2010	Spring 2010	yes
Arts Computer Lab Fund	9.80 FT/4.90 PT	Fall 2007	Winter 2010	Spring 2010	yes
Arts Employment Fund	6.50 FT /3.25 PT	Fall 2006	Winter 2012	Spring 2012	yes
Arts Undergraduate Society	7.50 FT /3.75 PT		none	none	no

Part-time is defined as less than or equal to 8.99 credits; full-time is 9 credits and over.

Students in the BA & Sc degree pay ½ of the above fees.

**APPENDIX B**

**Annual Administrative Fee Schedule  
in accordance with Article 2 of this Agreement**

Association Fee Collected

Annual Administrative Fee

less than \$10,000	0
\$10,000 - \$ 49,999	\$ 100
\$50,000 - \$ 99,999	\$ 250
\$100,000 - \$ 149,999	\$ 500
\$150,000 or more	\$1,000

Annual Fee may not increase by more than 5 per cent per year.



**APPENDIX C**

**Charter documents, Constitution and By-laws of the Association  
in accordance with Article 10 of this Agreement and the Declaration of Incorporation**



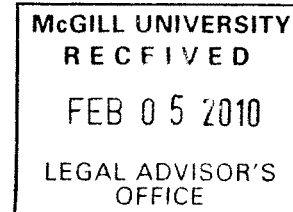


January 27, 2010

Dear Vilma,

Please find the following enclosed:

- The AUS Constitution and By-Laws
- A copy of the AUS Insurance policy
- A copy of Steps magazine
- A copy of the Veg literary magazine
- A list of departmental associations and clubs under the AUS
- A copy of our letter head which has the logo on it



The office of the Deputy Provost Student Life and Learning already has copies of our annual declaration of incorporation and audited financial statements.

Should you require more information or have any inquiries please do not hesitate to get in touch.

Best,

Karina M. Gould  
President

Arts Undergraduate Society of McGill University



Pour modifier les informations  
préimprimées ci-dessous, remplir  
les sections correspondantes du  
formulaire de correction.



ASSOCIATION ETUDIANTE DE LA  
FACULTE DES ARTS DE PREMIER  
CYCLE DE L'UNIVERSITE MCGILL  
(AEFAPCUM)

855, SHERBROOKE OUEST, B-12  
MONTRÉAL (QUÉBEC)  
H3A 2T7

Voici votre Numéro d'Entreprise du Québec (NEQ).  
Notez-le bien. De plus en plus d'entreprises  
publiques et privées vous en feront la demande.

État des informations en date du: 2009-09-11

NEQ: **1160034550** **2001-04-11**

**1A- NOM ET DOMICILE DE L'ASSUJETTI**  
ASSOCIATION ETUDIANTE DE LA  
FACULTE DES ARTS DE PREMIER  
CYCLE DE L'UNIVERSITE MCGILL  
(AEFAPCUM)

855, SHERBROOKE OUEST, B-12  
MONTRÉAL (QUÉBEC)  
H3A 2T7

Versjon: ARTS UNDERGRADUATE SOCIETY (AUS) OF  
MCGILL UNIVERSITY

**1B- DOMICILE ÉLU (Adresse de correspondance)**

**2- FORME JURIDIQUE DE L'ASSUJETTI**

Association personnalisée  
Loi constitutive: 023 LOI SUR LES COMPAGNIES PARTIE 3  
Date de constitution: 1993-05-21

**3A- CONTINUATION / TRANSFORMATION**

L'assujetti n'a jamais fait l'objet de continuation ou de transformation

**3B- FUSION / SCISSION**

L'assujetti n'a jamais fait l'objet de fusion ou de scission

**3C- AVIS D'INTENTION DE DISSOLUTION OU DE LIQUIDATION**

L'assujetti ne fait pas l'objet de dissolution ou de liquidation

**4A- NATURE DES ACTIVITÉS**

Les principaux secteurs d'activité de l'assujetti sont:  
première activité : ASSOCIATION D'ÉTUDIANTS (9892)  
deuxième activité :

**4B- NOMBRE DE SALARIÉS AU QUÉBEC**

Le nombre de salariés de l'assujetti au Québec est 0

**4C- PÉRIODE D'EXISTENCE**

Il n'y a aucune date prévue de cessation d'existence pour cet assujetti

**4D- AUTRES NOMS UTILISÉS AU QUÉBEC**

L'assujetti n'utilise aucun autre nom au Québec

**4E- NOM ET ADRESSE DES ÉTABLISSEMENTS AU QUÉBEC**

L'assujetti ne possède aucun autre établissement au Québec

**5- NOM ET ADRESSE DES TROIS ACTIONNAIRES DÉTENANT LE PLUS GRAND NOMBRE DE VOIX**

Actionnaire au premier rang des voix  
Actionnaire au deuxième rang des voix

Actionnaire au troisième rang des voix

**6- NOM ET ADRESSE DES ADMINISTRATEURS**

Vice-président:  
D'ANGELO, LAURA  
3561, DUROCHER  
MONTRÉAL (QUÉBEC)  
H2X 1E7

Vice-président:  
FRIESER, MAIA  
4556, ST URBAIN  
MONTRÉAL (QUÉBEC)  
H2T 2V8

Président:  
GOULD, KARINA  
1049, MARIE-ANNE, APP. 1  
MONTRÉAL (QUÉBEC)  
H2J 2B4

Vice-président:  
VAN ZYL, CLAUDETTE  
900, SHERBROOKE OUEST, APP. 5  
MONTRÉAL (QUÉBEC)  
H3Z 1G3

Vice-président:  
DALYS-FINE, RILEY  
58, LITTLE ROCK  
POINTE-CLAIRE (QUÉBEC)  
H9R 2G4

Vice-président:  
GAROFALO, MARCO  
3668, DUROCHER, APP. 3  
MONTRÉAL (QUÉBEC)  
H2X 2E8

Trésorier:  
JAMSHED, SHEHREYAR  
3444, HUTCHISON  
MONTRÉAL (QUÉBEC)  
H2X 2G4

**FORMULAIRE DE CORRECTION PERSONNE MORALE**

nom		Ajout <input type="checkbox"/> Retrait <input type="checkbox"/>	
version dans une autre langue s'il y a lieu		nom du destinataire	
n <sup>o</sup> , nom de la rue, app./bureau		n <sup>o</sup> , nom de la rue, app./bureau	
municipalité/ville		municipalité/ville	
code postal		code postal	
pays		pays	
Code de forme juridique : CIE Compagnie MUT Mutuelle d'assurance SYC Syndicat de copropriété COP Coopérative APE Association personnalisée AU Autre code si Autre, le détailler obligatoirement		Date de constitution Loi constitutive	
		année mois jour	
		lieu (province / État / pays)	
3A - Dernière continuation ou transformation de la personne morale		nouvelle loi applicable	
Continuation <input type="checkbox"/> Transformation <input type="checkbox"/>		lieu (province / État / pays)	
3B - Dernière fusion ou scission de la personne morale		lieu (province / État / pays)	
Fusion <input type="checkbox"/> Scission <input type="checkbox"/>		année mois jour	
Si vous déclarez une fusion ou une scission, inscrire le NEQ (s'il y a lieu), le nom et le domicile des personnes morales parties à la fusion (les composantes) ou à la scission. Si l'espace prévu est insuffisant, remplir et joindre une annexe en indiquant votre NEQ et la section que vous corrigez.		lieu (province / État / pays)	
NEQ		NEQ	
nom		nom	
lieu (province / État / pays)		lieu (province / État / pays)	
3C - Avis d'intention de dissolution ou de liquidation - Marquer la case appropriée d'un X. Lorsque l'avis d'intention de se dissoudre se rapporte à une personne morale régie par la Loi sur les compagnies, une demande de dissolution doit également être produite. La personne morale déclare qu'elle a l'intention de :			
se liquider ou de demander sa liquidation <input type="checkbox"/>		se dissoudre ou de demander sa dissolution <input type="checkbox"/>	
se liquider ou de demander sa liquidation <input type="checkbox"/>		se dissoudre ou de demander sa dissolution <input type="checkbox"/>	
A) NATURE DES ACTIVITÉS - inscrire les deux principaux domaines d'activité de la personne morale.			
1 <sup>er</sup> domaine d'activité ▶			
2 <sup>e</sup> domaine d'activité (s'il y a lieu) ▶			
B) NOMBRE DE SALARIÉS AU QUÉBEC Le code correspondant au nombre de salariés au Québec est : <input type="text"/> (indiquer une lettre de A à O)			
Code A De 1 à 5 D De 20 à 49 G De 250 à 499 J De 1000 à 2400 O Aucun B De 6 à 10 E De 50 à 99 H De 500 à 749 K De 2500 à 4900 C De 11 à 25 F De 100 à 249 I De 750 à 999 L 5000 et plus			
C) PÉRIODE D'EXISTENCE Si l'existence légale de la personne morale est limitée, ajouter ou corriger, s'il y a lieu, la date de cessation prévue.			
année mois jour		Ajout <input type="checkbox"/> Retrait <input type="checkbox"/>	
D) AUTRES NOMS UTILISÉS AU QUÉBEC Inscrire un seul nom par case. Inscrire les corrections en termes d'ajout ou de retrait. Si l'espace prévu est insuffisant, remplir et joindre une annexe en indiquant votre NEQ et la section que vous corrigez.			
nom		Ajout <input type="checkbox"/> Retrait <input type="checkbox"/>	
nom		Ajout <input type="checkbox"/> Retrait <input type="checkbox"/>	
E) IDENTIFICATION DES ÉTABLISSEMENTS AU QUÉBEC IDENTIFICATION DE L'ÉTABLISSEMENT PRINCIPAL AU QUÉBEC			
nom		Ajout <input type="checkbox"/> Retrait <input type="checkbox"/>	
n <sup>o</sup> , nom de la rue, app./bureau		Ajout <input type="checkbox"/> Retrait <input type="checkbox"/>	
municipalité/ville		code postal	
province		QUÉBEC	
Principaux domaines d'activité de l'établissement principal			
1 <sup>er</sup> domaine d'activité ▶			
2 <sup>e</sup> domaine d'activité (s'il y a lieu) ▶			
Activité à déclaration obligatoire: vente de tabac au détail (001) Ajout <input type="checkbox"/> Retrait <input type="checkbox"/>			
IDENTIFICATION DES AUTRES ÉTABLISSEMENTS AU QUÉBEC			
nom		Ajout <input type="checkbox"/> Retrait <input type="checkbox"/>	
n <sup>o</sup> , nom de la rue, app./bureau		Ajout <input type="checkbox"/> Retrait <input type="checkbox"/>	
municipalité/ville		code postal	
province		QUÉBEC	
Principaux domaines d'activité de cet établissement			
1 <sup>er</sup> domaine d'activité ▶			
2 <sup>e</sup> domaine d'activité (s'il y a lieu) ▶			
Activité à déclaration obligatoire: vente de tabac au détail (001) Ajout <input type="checkbox"/> Retrait <input type="checkbox"/>			
nom		Ajout <input type="checkbox"/> Retrait <input type="checkbox"/>	
n <sup>o</sup> , nom de la rue, app./bureau		Ajout <input type="checkbox"/> Retrait <input type="checkbox"/>	
municipalité/ville		code postal	
province		QUÉBEC	
Principaux domaines d'activité de cet établissement			
1 <sup>er</sup> domaine d'activité ▶			
2 <sup>e</sup> domaine d'activité (s'il y a lieu) ▶			
Activité à déclaration obligatoire: vente de tabac au détail (001) Ajout <input type="checkbox"/> Retrait <input type="checkbox"/>			

Arts Undergraduate Society of McGill University  
L'Association Étudiante de la Faculté des Arts de l'Université McGill

**Constitution of the Arts Undergraduate Society of McGill University**  
**As Last Ratified by Referendum, March 2009**

Part I: The AUS

Article 1 – Establishment

- 1.1 The Society shall be known as the Arts Undergraduate Society (AUS) of McGill University or L'Association Étudiante de la Faculté des Arts de l'Université McGill (AEFA), hereinafter the AUS.

Article 2 – Mandate

- 2.1 The AUS exists to:
  - 2.1.1 Represent all McGill students in the Faculty of Arts and to promote their welfare and interests;
  - 2.1.2 Provide activities and services to enhance the educational, cultural, environmental and social conditions of its members.
- 2.2 The AUS shall be recognized by its members and the Students' Society, Senate and Board of Governors of McGill University as representative of all undergraduate Arts students registered at McGill University.

Article 3 – Membership

- 3.1 The membership of the AUS shall be composed of all undergraduate students currently registered at McGill University in the Faculty of Arts, subject to payment of fees prescribed in Article 4.

Article 4 – Membership Fees

- 4.1 The AUS Council shall establish a society fee, which shall be paid by every member of the AUS.
  - 4.1.1 Members who are full-time Bachelor of Arts students (as defined by McGill University) shall pay one hundred percent (100%) of the society fee.
  - 4.1.2 Members who are part-time Bachelor of Arts students (as defined by McGill University) shall pay fifty percent (50%) of the society fee.
  - 4.1.3 Members who are full-time and part-time Bachelor of Arts & Science students (as defined by McGill University) shall pay fifty percent (50%) of the society fee.
- 4.2 The society fee shall be collected from each member by the Cashier of McGill University and forwarded to the AUS.

- 4.3 Any change in the society fee shall be subject to ratification by the AUS's members voting in a referendum called for that purpose.

#### Article 5 – Finances of the Society

- 5.1 The financial year of the AUS shall be the first (1) of June to the thirty-first (31) of May of the following year.
- 5.2 The total expenditures of the AUS in any year shall not exceed its total revenues. A specific vote requiring two-thirds (2/3) majority must be taken and passed at Council if a deficit is to be incurred in any year.
- 5.3 There shall be a set of Financial Regulations inscribed in the by-laws of the AUS, governing the finances of the AUS.
- 5.4 The accounts of the AUS shall be maintained according to standard accounting practices and shall be available to the membership.
- 5.4.1 Any member wishing to see the accounts of the AUS must submit a request in writing to the Vice-President Finance.
- 5.4.2 The Vice-President Finance shall respond to any requests by members to see the accounts of the AUS within one (1) full week.

#### Part II: Organization

#### Article 6 – Powers and Duties of the AUS Council

- 6.1 The governing body of the AUS shall be known as the Legislative Council (hereinafter, Council) and as such shall:
- (a) Recognize the supremacy of the AUS Constitution and be bound by it;
  - (b) Be empowered to make all decisions and take action on behalf of the AUS;
  - (c) Adopt the AUS's annual budget;
  - (d) Establish Committees of Council where and when it deems necessary;
  - (e) Have the power to mandate any of its representatives to adopt and defend a specific stance.
- 6.2 The terms of office for members of the AUS Council, other than the Vice-President of Finance (*Article 12.10*), shall be from May first (1) to April thirtieth (30).
- 6.3 AUS Council shall have the power to mandate the votes of its representatives to both the SSMU (Students' Society of McGill University) Council and the McGill University Senate, with a vote of the majority of AUS Council.
- 6.4 AUS Council shall have the power to mandate its representatives to both the SSMU Council and the McGill University Senate to bring forward questions to those bodies, respectively.

#### Article 7 – Members of the AUS Council

- 7.1 The Council shall consist of:
- (a) The members of the Executive Committee as defined in Article 10;



- (b) A representative of each of the Faculty of Arts Departmental Associations and Programs to be chosen in accordance with their respective Association's constitution in reference to Article 8.3;
  - (c) All Arts Representatives to SSMU Council, the number of which is to be determined by the SSMU Constitution;
  - (d) All Arts Representatives to the University Senate, the number of which is to be determined by the SSMU Constitution;
  - (f) The Speaker of Council (non-voting);
  - (g) The Recording Secretary (non-voting).
- 7.2 The Arts Representatives to SSMU Council shall:
- (a) Be voting members of SSMU Council and be bound by the SSMU Constitution and by-laws;
  - (b) Consult with AUS council and reasonably represent the prevailing views of Council at SSMU Council meetings;
  - (c) Report the relevant and/or important discussions and decisions of SSMU to Council and of Council to SSMU;
  - (d) Serve as a liaison between Arts students and the SSMU;
  - (e) Each Arts Representative must sit on at least one of the following committees: Student Affairs Committee of the Faculty of Arts, the Curriculum Committee of the Faculty of Arts, or the Faculty of Arts Committee.
- 7.3 The Arts Representatives to the University Senate shall:
- (a) Be elected and removed from office subject to the SSMU Constitution;
  - (b) Be voting members of the AUS Council;
  - (c) Consult with AUS Council and represent and be guided by the views of Council at Senate meetings;
  - (d) Report the relevant decisions and discussions to AUS Council;
  - (e) Serve as a liaison between Arts students and the Senate;
  - (f) All Arts Senators must sit on the Faculty of Arts Committee.
- 7.4 The Speaker of Council:
- (a) Is the neutral mediator of Council;
  - (b) Is appointed by the Executive Committee, and ratified by Council;
  - (c) Shall be a non-voting member of Council;
  - (d) May be removed by a two-thirds (2/3) vote of Council.
- 7.5 The Recording Secretary:
- (a) Is appointed by the Vice-President Communications, and ratified by Council;
  - (b) Shall take the minutes of Council;
  - (c) Shall be a non-voting member of Council;
  - (d) Shall transmit the minutes to the Vice-President Communications.
- 7.6 No member of the AUS may concurrently hold more than one position on Council.
- 7.7 No member of the AUS may hold an Executive position for more than two consecutive academic years.

- 8.1 Each Department and Interdisciplinary Program in the Faculty of Arts shall be entitled to a Departmental Association.
- 8.2 Departmental Associations must hold annual elections in accordance with the AUS Departmental Association Electoral By-Laws and their Constitutions.
  - 8.2.1 Any member of a Departmental Association shall be eligible to run for office and vote in that Departmental Association's election.
- 8.3 Each Departmental Association shall have a single vote on Council, in accordance with Article 9 of the Constitution.
- 8.4 Each Departmental Association must send a minimum of one (1) student representative from its Departmental Association to sit on a minimum of one (1) AUS or Faculty of Arts Committee, not including AUS Council.
- 8.5 Departmental Associations must have their own Constitution. The Vice-President Internal of the AUS must keep updated copies of all Departmental Association constitutions.
- 8.6 Departmental Associations may not issue their own compulsory student fee, independent of the AUS base fee.
- 8.7 Departmental Associations shall recognize the supremacy of the AUS Constitution, By-Laws, and Council.

#### Article 9 – Meetings of Council

- 9.1 Quorum for a meeting of Council shall be half (50%) of its voting members.
  - 9.1.1 Departmental Associations will have their seat on AUS Council suspended indefinitely if they fail to attend two (2) or more scheduled meetings per semester.
    - 9.1.1.1 Departmental Associations with suspended seats must notify the President in writing five (5) days prior to the next Council meeting, to be put on the agenda, should they wish to reclaim their seats.
    - 9.1.1.2 The seats can be reclaimed by a majority vote at the above council meeting
  - 9.1.2 Departmental Associations who fail to attend two (2) or more Council meetings per semester will lose their funding for the semester.
  - 9.1.3 The Speaker shall not recognize a suspended seat for the purposes of quorum.
- 9.2 The Council shall hold regular meetings at least twice a month, while classes are in session during the fall and winter semesters.
- 9.3 Except where otherwise specified in this Constitution and by-laws, voting and procedure shall be as specified in the newest edition of *Robert's Rules of Order Newly Revised*.
- 9.4 Notice of all meetings shall be given to all members of Council at least three (3) days in advance. In pressing and substantial cases, the President or Executive Committee may call an emergency meeting twenty-four (24) hours in advance.

9.4.1 Departmental Associations will have their seat on AUS Council suspended indefinitely if they fail to attend two (2) or more emergency meetings over the course of the academic year. Seats can be reclaimed in the same manner as in 9.1.1.1

9.4.2 The President must notify the members by email

9.5 All AUS Council meetings shall be open to its members with the exception stated in Article 9.6.

9.6 The Council may, when deemed necessary, conduct closed meetings, with a vote of two-thirds (2/3) of the Council in favor of such a motion.

#### Article 10 – Committees of Council

10.1 Standing Committees of Council shall include but are not limited to:

- (a) The Executive Committee;
- (b) The Academic Affairs Committee;
- (c) The Financial Management Committee (FMC);
- (d) The Constitutional and By-Law Review Committee (CBRC);
- (e) The Freshmen Events Academic and Representative Committee;
- (f) Arts Undergraduate Improvement Fund Committee;
- (g) Event Planning Committee;
- (h) Arts Undergraduate Society Environment Committee.

10.2 All standing Committees must submit a written report of their activities to Council at least once a semester.

10.3 Council may establish new Standing or Ad-hoc Committees as it sees fit to carry out the AUS's objectives.

10.4 All members of the AUS are eligible to become members of AUS Committees.

#### Article 11 – The Executive Committee

11.1 There shall be a Committee of Council called the Executive Committee, which shall govern the AUS between meetings of Council in a manner consistent with policies set out by Council.

11.2 The Executive Committee shall be composed of:

- (a) The President;
- (b) The Vice-President Academic;
- (c) The Vice-President Communications;
- (d) The Vice-President External;
- (e) The Vice-President Internal;
- (f) The Vice-President Internal. The Vice-President Events;
- (g) The Vice-President Finance.

11.3 No member of the AUS Executive Committee may concurrently serve as a Departmental Executive.

11.4 Quorum for a meeting of the Executive Committee shall be four (4) Executive officers.

## Article 12 – Powers and Duties of Executive Officers

- 12.1 The Executive Committee shall ensure communication between Council and the members of the AUS.
- 12.2 The Executive Committee shall have all the powers of Council between meetings of Council, except that it shall not entertain motions to amend this Constitution and by-laws.
- 12.3 All resolutions and actions of the Executive Committee taken between Council meetings must be submitted to the next Council meeting for ratifications.
- 12.4 The President shall:
- (a) Co-ordinate and supervise the affairs of the AUS;
  - (b) Call and preside over meetings of the Executive Committee;
  - (c) Be the official spokesperson for the AUS in a manner consistent with the policies set up by Council;
  - (d) Call meetings and set agenda for Council;
  - (e) Be ex officio on all AUS Committees;
  - (f) Chair council meetings in the Speaker's absence;
  - (g) Chair the Constitutional and By-Law Review Committee.
- 12.5 The Vice-President Academic shall:
- (a) Be responsible for all educational and curricular concerns of the AUS;
  - (b) Be responsible for the representation of the AUS on Faculty and Academic Committees;
  - (c) Be a liaison between the faculty administration and Arts students;
  - (d) Reasonably represent the prevailing views of Council at all Faculty and Academic Committees;
  - (e) Preside over the Academic Affairs Committee.
- 12.6 The Vice-President Communications shall:
- (a) Be responsible for communicating to students the goals and activities of the AUS;
  - (b) Aid in the production of all AUS publications;
  - (c) Be responsible for issuing of Council agendas and related documents prior to Council
  - (d) Oversee the preparation of the minutes of AUS meetings;
  - (e) Be responsible for maintaining the AUS files;
  - (f) Be responsible for managing the AUS office;
  - (g) Take minutes at meetings in the Recording Secretary's absence.
- 12.7 The Vice-President External shall:
- (a) Be responsible for relations between the AUS and other Faculty Societies, SSMU, and Student Services;
  - (b) Be a voting member of SSMU Council in a manner consistent to the wishes of AUS Council;
  - (c) Communicate to Council any external issues that may affect the AUS or its members;
  - (d) Establish and maintain relations with the Montreal community;
- 12.8 Vice-President Internal shall:

- (a) Be responsible for the internal entities of the AUS;
- (b) Be responsible for overseeing the functions of the Departmental Associations and acting as a liaison amongst them and the AUS;
- (c) Aid and oversee Departmental Associations' management of social events and elections;
- (d) Facilitate communication amongst Departmental Associations;
- (e) Act as a resource person for the Departmental Associations;
- (f) Be responsible for recruiting volunteers and coordinating their activities within the AUS;
- (g) Coordinate and oversee the services offered by the AUS;
- (h) Serve as the ombudsperson of the AUS.

12.9 Vice-President Events shall:

- (a) Be responsible for the organization of social and cultural activities for the members of the AUS;
- (b) Work with the Vice-President Internal in aiding Departmental Associations in running social events;
- (c) Work with the Vice-President Communications to actively seek input on the programming interests of the members of the AUS;
- (d) Work with the Vice-President External to seek potential expansion or improvement of programming by way of partnerships with other groups;
- (e) Shall liaise with alumni organizations in the coordination of alumni-student events;
- (f) Shall be responsible for procuring and maintaining all alcohol permits;
- (g) Coordinating all relations with McGill Security Services, where necessary;
- (h) Coordinate and run the Event Planning Committee (EPiC).

12.10 The Vice-President Finance shall:

- (a) Advise the AUS Council on all financial matters of the AUS;
- (b) Prepare the AUS's Budget, including the budget of the AUS Committees, in accordance with the financial regulations of the AUS;
- (c) Keep proper accounts and records in accordance with the AUS's By-laws;
- (d) Prepare and present to members of Council a bi-annual accounting report;
- (e) Prepare a year-end financial statement by the last day of term in April;
- (f) Appoint a treasurer and/or accountant to be accepted by Council;
- (g) Preside over the Financial Management Committee.

12.11 Each member of the Executive Committee shall be responsible for the preparation of a transition manual for his/her successor.

12.11.1 These shall include procedures, records, and previous transition documents.

12.12 In the event of the resignation or the impeachment of the President, the Vice-President Academic shall assume the duties of the President until a by-election, if deemed necessary by Council is held. Should a by-election not be held, the Vice President Academic will remain President until April thirtieth (30th).

12.13 In the event that one of the Vice-Presidents positions is or becomes vacant, the Council shall elect a replacement, in accordance with the Electoral by-laws, from amongst its members until a by-election, if deemed necessary, is

held.

12.14 In the event that one of the Arts Representatives to SSMU positions is or becomes vacant, the Council shall elect a replacement, in accordance with the Electoral by-laws, from amongst its members until a by-election, if deemed necessary, is held.

12.15 In the event of a leave of absence by any member of the Executive Committee or Arts Representative to SSMU, Council shall have the authority, if deemed necessary, to appoint a temporary replacement from amongst its members.

### Part III – Elections and Referenda

#### Article 13 – General Elections

13.1 All members of the AUS shall be eligible to vote in AUS elections.

13.2 There shall be a set of Electoral By-Laws inscribed in the by-laws of the AUS. Elections shall be conducted in accordance with this Constitution and by-laws.

13.3 Elections shall be passed by plurality.

#### Article 14 – Electoral Officers

14.1 There shall be a Chief Returning Officer (hereinafter referred to as the CRO), who shall be responsible for the general conduct and execution of elections and referenda and shall fulfill this duty with impartiality.

14.1.1 The CRO shall be appointed by the Executive Committee and ratified by Council

14.2 A decision made by the CRO or Elections AUS concerning the interpretation of articles in this Constitution and by-laws regarding elections and referenda, shall be considered binding, subject to an appeal to the Judicial Board.

14.3 The Council shall ratify the appointment of the Deputy Returning Officers (DROs).

#### Article 15 – Eligibility

15.1 All members of the AUS in satisfactory standing, as determined by McGill University, shall be eligible to stand for election to any of the AUS Executive positions, or as Arts representatives to the SSMU.

15.2 All elected individuals must remain members of the AUS throughout their mandate.

#### Article 16 – Procedures of Elections and Referenda

16.1 There shall be a set of Electoral Regulations inscribed in the by-laws of the AUS, governing the elections and referenda of the AUS.

## Part IV – General Assembly

### Article 17 – General Assembly

- 17.1 A General Assembly may establish, amend or rescind any policy of the AUS except:
- (a) The Constitution and the by-laws of the AUS;
  - (b) Membership fees or other financial matters of the AUS.
- 17.2 A General Assembly shall be convened by the Speaker of Council, either at the request of eight (8) councilors or by a request signed by at least 200 members of the AUS.
- 17.3 At least five (5) days public notice must be given for a General Assembly.
- 17.4 Quorum for a General Assembly shall be one hundred and fifty (150) members of the AUS.
- 17.5 General Assemblies shall be chaired by the Speaker.

## Part V – Judicial Board

### Article 18 – Judicial Board

- 18.1 The Judicial Board of the Students' Society of McGill University shall be the final authority on:
- (a) The interpretation of the Constitution and by-laws of the AUS;
  - (b) The interpretation and legality of any motion passed by Council;
  - (c) The interpretation and legality of the Referendum question;
  - (d) Any decisions made by Elections AUS or the CRO.
- 18.2 The Judicial Board shall have the power to declare invalid any act of the Council or the Committees of the Council which derogates from the Constitution and by-laws of the AUS.
- 18.3 All decisions of the Judicial Board shall be binding upon all involved parties, and no appeals will be permitted.
- 18.4 All members of the AUS shall have the right to petition the Judicial Board on matters falling within the AUS's authority, as set out herein.

## Part VI – Removal from Office

### Article 19 – Procedures

- 19.1 Any member of the AUS Executive or representative to SSMU may be removed from office for impropriety, violation of the provisions of this Constitution and by-laws, delinquency of duties or misappropriation of funds.
- 19.2 A motion to remove a member of the Executive or representative to SSMU must be presented in writing to the Speaker of Council and signed by at least eight (8) members of the Council, or one hundred and fifty (150) members of the AUS and distributed to all members of the Council at a regular meeting of the AUS Council. The motion to remove will then be inscribed on the agenda

of the next regular meeting of the AUS. A person against whom a motion to remove is directed shall be afforded the opportunity to respond to the allegations made at Council.

19.3 Quorum for a motion to remove shall be two thirds (2/3) majority of Council.

19.4 Passage of a motion to remove shall require two-thirds (2/3) majority vote of Council.

19.5 Anyone removed from office shall have the right to appeal to the Judicial Board.

## Part VII - Miscellaneous Provisions

### Article 20 – Language of the Society

20.1 English and French are the official languages of the AUS.

20.2 Members of the AUS may use either official language at all meetings and in all documentation of the AUS.

20.3 The Constitution and By-Laws of the AUS must be made available in both official languages upon request.

### Article 21 – Freedom of Information

21.1 All documentation of Council and its Committees shall be public, except those minutes and documents described in Article 21.3

21.2 Requests to see the minutes and documents of Council and its Committees shall be addressed to the Vice-President Communications.

21.3 The Vice-President Communications shall not be obliged to release information, documents or minutes concerning ideas or motions which were not acted upon, or of closed sessions of Council or its Committees.

## Part VIII: Ethical Purchasing Policy

### Article 22 – Ethical Transaction Policy

22.1 The AUS shall be obligated to conduct its financial transactions in a manner deemed ethical that will uphold the principles of ethical purchasing and be in accordance with ethical purchasing.

22.2 There shall be a set of Ethical Purchasing regulations inscribed in the by-laws of the AUS governing the purchases of the AUS

## Part IX: The Constitution

### Article 23 – Language of the Constitution

23.1 The Constitution of the AUS will be available English and in French

23.2

In the case of a discrepancy between the English and French versions of this Constitution, the English version shall be deemed authoritative.



Article 24 – By-Laws of the Constitution

- 24.1 Appended to this Constitution are a set of by-laws, which may be adopted by Council as it sees fit, providing that such by-laws conform to the principles embodied in this Constitution.
- 24.2 Quorum for a motion to enact, amend or rescind a by-law of the AUS shall be two-thirds (2/3) of council.
- 24.3 Passage to enact, amend or rescind a by-law shall require two-thirds (2/3) majority of Council.

Article 25 – Amendments to the Constitution

- 25.1 This Constitution may only be amended by a referendum conducted in accordance with Part III of the Constitution.
- 25.2 The existing wording as well as the proposed constitutional amendments shall be provided at every polling station during the referendum.
- 25.3 All amendments to this Constitution shall be adopted in both official languages.

Article 26 – Superseding Clause

- 26.1 This Constitution repeals and supersedes all previous constitutions.



**The Arts Undergraduate Society Financial Bylaws**  
**Ratified by AUS Council: March 26, 2008**

**Article I: Definitions**

- 1.1 "AUS" shall refer to the Arts Undergraduate Society of McGill University.
- 1.2 Both "Organization" and "Internal Entities" shall refer to all committees, publications or any group whose majority funding comes from the Arts Undergraduate Society.
  - 1.2.1 All Departmental associations as defined in the AUS Departmental Bylaws must follow these bylaws.
- 1.3 "The Society" shall refer to all members of the Arts Undergraduate Society.
- 1.4 "Council" shall refer to the Council of the Arts Undergraduate Society.
- 1.5 "FMC" shall refer to the Financial Management Committee of the Arts Undergraduate Society.
- 1.6 The "Executive Committee" shall refer to the AUS executive committee as defined in the AUS constitution.
- 1.7 The "Operating Budget" of the AUS shall refer to all revenue received from the AUS base fee (minus departmental allocations), endowment interest, SNAX profit, and any non-earmarked revenue.

**Article II: Interpretation**

- 2.1 These regulations govern all the financial dealings and affairs of the Society and are administered by the Vice President Finance, along with the rest of the executive committee under the supervision of Council.
- 2.2 These financial bylaws are to be used in conjunction with the Constitution and bylaws of the Arts Undergraduate Society of McGill University.
- 2.3 The finances of the Society as a whole shall be governed by Council, which will consider recommendations of the FMC and Vice President Finance.

**Article III: Freedom of Information**

- 3.1 Any member of the AUS may have access to any of the financial records of the AUS during normal business hours. To view the financial records of the AUS, a meeting with the Vice President Finance must be arranged at least 2 business days in advance.

**Article IV: Accountability**

- 4.1 The Financial Management Committee may suspend any organization's budget and/or refuse to allocate any funding due to the inappropriate nature of the allocation. At the next Council meeting, a decision to accept, or reject, FMC's decision must be made.
  - 4.1.1 Should Council suspend an organization's budget, a simple majority vote is necessary to re-instate the budget at any time.
- 4.2 An Organization's President and Vice-President Finance shall be held responsible for the misuse of funds. In such cases, the FMC will make recommendations to Council for legal and/or disciplinary action.
- 4.3 No individual member of the Executive Committee, FMC, or member of the Society shall incur debts on behalf of the Society.

**Article V: Allocation of Funds**

- 5.1 Departmental allocations will be distributed out of the base fee collected each fall and winter semester.
  - 5.1.1 Ninety cents (\$0.90) will be allocated to Departmental Associations per student registered in each of the majors, double majors, honours, and joint honours concentrations of a department or program
  - 5.1.2 Sixty cents (\$0.60) will be allocated to Department Associations per student registered in a minor or a double minor concentration of a department or program.
- 5.2 Funds not claimed in a manner consistent with 5.1 by Departmental Associations twenty-eight days after allocations are received shall be returned to General Revenues.
  - 5.2.1 Departmental Associations which may be formed after the funds are returned into general revenue may apply for supplementary departmental funding but not their student fee allocation.
- 5.3 Fifteen percent (15%) of the total departmental association's student fee allocation will be kept aside as a reserve fund.

- 5.3.1 This money will only be released to a departmental association on the advice of the FMC and a vote of Council.
- 5.4 All departmental associations with a minimum of five (5) arts students, must receive a minimum of 150.00 in student fees for the academic year.
- 5.5 The fee allocation to Departmental Associations shall be calculated for the entire academic year based on the enrollment numbers provided by the university in the fall.
- 5.6 To the best of their ability, the Departmental Association must provide the contact information of their Vice President Finance to the AUS as soon as possible so that allocations are delivered smoothly and efficiently.
- 5.7 Within 10 business days after the end of the add-drop period of the fall semester the Vice President Finance must inform the departmental associations of their student fee allocation.
- 5.8 No funds shall be issued to any departmental association until it has submitted the following to the Vice President Finance and Vice-President Internal:
- i) the Constitution of the Departmental Association, if one is not already on file at the AUS office;
  - ii) the list of executive officers of the Departmental Association;
  - iii) A list of all journals published by the departmental association;
  - iv) a detailed budget proposal for the current fall and winter semesters using the form provided by the AUS Vice-President Finance .
- 5.9 No funds shall be issued to any committee, publication, or other Organization until it has submitted to the Vice President Finance a detailed budget proposal for the current academic year.
- 5.9.1 If an event is to be held before allocations are received, a detailed event budget will be considered in order to use the funds of the Departmental Associations.

#### **Article VI: Joint Associations**

- 6.1 Departmental Associations that are also considered part of another faculty society will be considered joint associations.
- 6.2 Joint Associations must abide by these bylaws with of their monies, not just the AUS allocation.
- 6.3 Joint associations may have an external bank account as provided by the other faculty association so long as they comply with 11.1.1 and 11.1.2.
- 6.4 The detailed budget proposal must include all sources of revenue and expenditures.
- 6.5 A photocopy of the monthly bank statements and a list of cheques written that month must be submitted to the Vice President Finance of the AUS by the 15<sup>th</sup> of the next month.
- 6.6 If the AUS does not supply the majority of funding, allocation will only be given on a per capita basis with no minimum funding provided.
- 6.7 Only AUS allocation will be included when calculating rollover. The allocation of another faculty association will not be counted as funds raised.

#### **Article VII: Budgets**

- 7.1 The Vice President Finance shall prepare the budget of the Society after fully anticipating the financial needs of the Society, its committees, the Executive Committee, Departmental Associations, publications, and other groups normally funded by the Society.
- 7.2 The total expenditures of the Society in any year should not exceed its total revenues. A specific vote requiring 2/3 majority must be taken and passed at Council if a deficit is to be incurred in any year.
- 7.3 Departmental Associations annual budgets are due within 21 non-business days of the Vice President Finance handing out the allocations.
- 7.4 A detailed annual budget must be prepared and passed by Council no later than the 15th of November. A detailed budget includes a copy of each departmental budget, executive budgets, and committee budgets.
- 7.5 When presenting the annual budget to Council, the Vice President Finance must submit a summary of the expenditures from the previous academic year and the Financial Statement prepared by a Chartered Accountant as specified in the MOA of the AUS.
- 7.6 The general, annual budget of the Society, once approved by Council, shall be published no later than the 15<sup>th</sup> of November each year on the website of the AUS.
- 7.7 A reserve fund shall be maintained by the Society for the future financial security of the Society. The reserve fund will consist of a minimum of 5% of the AUS base fee each semester. The reserve fund shall not be used without a specific vote of Council requiring a two-thirds majority.
- 7.8 Executive spending, minus the Vice-President Events' budget, can consist of no more than 25% of

the yearly operating budget without a specific vote of Council.

#### **Article VIII: Additional funds**

8.1 A Special Projects fund shall receive a minimum of 5% of the Society's operating budget. There can be no limit on who may apply for Special Projects or how much they may apply for, so long as internal entities are given priority.

8.1.2 The purpose of the Special Projects fund is for the Society to help finance events and projects that will directly benefit Arts students. The Vice President Finance, FMC or the Executive Committee, and Council shall determine the use of this fund by the second meeting of council.

8.2 A Journal Fund shall receive a minimum of 10% of the Society's budget. The Vice President Finance, FMC, and Council shall determine the use of this fund, with internal entities to be given priority.

8.3 A Supplementary Departmental Fund shall receive a minimum of 2.5% of the Society's budget. The Vice President Finance, FMC, and Council shall determine the use and size of this fund.

8.3.1 The Supplementary Departmental fund shall be reserved solely for Departmental Associations who require additional funding in order to run an event. Preference should be given to smaller Departmental Associations and multiple departments that run events together.

8.4 The Vice President Finance may choose to cap the amount a Departmental Association may request from the Supplementary Departmental fund.

8.5 The Fine Arts Fund will be taken out of the Arts Undergraduate Improvement Fund in a manner consistent with the AUIF bylaws and it will be distributed by the Fine Arts Council in a manner consistent with the Fine Arts bylaws.

#### **Article IX: Paid Employees of the Society**

9.1 No member of the Executive Committee may be paid for his or her work during the fall or winter semesters.

9.2.1 This stipend shall be allocated by the outgoing Council. Before distribution of this stipend, the incoming Council must ratify it in September. The incoming Council may choose to lower, though not raise, the stipend.

9.3 The use of a stipend for non-executive committee members shall be limited and used only when it is absolutely necessary to the completion of the task. All stipend positions must be advertised for in prominent locations and permission must be received from the executive committee, before a stipend is considered.

9.4 Stipends may be offered for positions that are vital to the operation of the AUS, require special expertise, for positions where there is a heavy work burden, or for positions which no volunteers may be found.

9.5 Council must ratify the appointment of any person to a stipended position.

#### **Article X: Financial Management Committee**

10.1 There shall be a Financial Management Committee made up of 3 members of Council, 3 members-at-large and the President of the AUS.

10.1.1 The Committee shall be chaired by the Vice President Finance.

10.1.2 Quorum for the FMC shall consist of the VPF or President, as well as 3 members.

10.1.3 In the absence of the Vice President Finance, the President shall chair the FMC.

10.2 The Vice-President will advertise for members-at-large at the beginning of the year. The executive committee will review the applications and the members-at-large will be ratified by the second council meeting of the year.

10.3 The council members should be chosen through nomination and ratified by the second council meeting of the year.

10.4 Each member of the FMC will receive one vote, excluding the chair. Decisions will be made with a simple majority. Any member who is from a department that is applying for funding can not vote on that specific issue, though he/she may sit in on the discussion regarding funding. Any other conflict of interest must be declared before voting.

9.4.1 Any tied vote will be broken by the chair of the FMC.

10.5 The FMC shall be responsible for allocating all funding requests specified in article 8 of these bylaws.

10.6 The FMC shall also approve the annual budget of the Society as well as review all departmental association budgets.

10.7 All decisions made by the FMC must be ratified by Council.

10.8 The Vice President Finance will be responsible, along with the rest of the Executive Committee, for insuring that these financial regulations are followed and held consistent with the Society's Constitution. In such cases where the Constitution or the bylaws are not being followed, it is FMC's responsibility to investigate and report to Council on the issue.

#### **Article XI: Internal Account**

11.1 Each AUS departmental association, committee, and publication shall maintain an internal bank account with the AUS. No organization may have an external bank account unless authorized to do so by the Vice President Finance.

11.1.1 Any organization that has an external bank account must submit a copy of their monthly bank statements, along with a detailed ledger, to the Vice-President Finance.

11.1.2 Any Departmental Association that is a joint association between AUS and another undergraduate society may have an external bank account with a minimum of two signing officers. These associations must still comply with 11.1.1.

11.2 All financial transactions by an organization are subject to approval of the Vice President Finance and Council.

11.3 All revenue received (cash and cheque) must be turned over to the Vice President Finance immediately, and all deposits must be accompanied with a detailed record of the source of the funds and any particular information relevant to record keeping.

11.3.1 No internal entity may keep cash on hand for more than 2 business days.

11.4 All revenues must be adopted into the current account and no expense may be paid out of any revenues collected.

11.5 All organizations must submit a budget. Expenditures will only be allowed if they follow the course laid out in the budget. All budgets are subject to approval of the FMC and Council.

11.6 An organizations may only alter its budget with the approval of the Vice President Finance and FMC.

11.7 Any organization, other than departmental associations, will receive their funding at the discretion of the FMC and Council. To be eligible for funding, all organizations must comply with the Constitution, bylaws, and policies of the AUS Council. No funds will be issued to any group that has not made an application for funds by the last FMC meeting of the year.

11.7.1 Internal entities that fall under the Fine Arts Council must submit their budgets to the Fine Arts Council to be reviewed.

11.8 All funds must be claimed by March 31st.

11.9 No funds for organizations can be distributed after these dates without prior approval of the Vice President Finance.

11.9 All internal entities shall have a maximum rollover carried over to the next academic year. Any monies over that maximum will be returned to the general revenues of the AUS.

11.9.1 Maximum Rollover shall be defined as seventy percent of funds raised by an organization, not including previous rollover, plus thirty percent of an organization's allocation by the AUS or  $\max\{R\} = 0.7F + 0.3A$

11.10 The total expenditures of any organization may not exceed its total revenue.

11.11 Expenditures for alcohol may not exceed 35% of the budget of any Departmental Association with an annual budget of more than \$500.00.

11.12 All receipts, cheques, and ledgers will be maintained by the Vice President Finance only.

#### **Article XII: Revenue**

12.1 All revenue received by the Society must be deposited in total to the current account and no expense may be paid out of any revenue collected.

#### **Article XIII: Expenditures**

13.1 No expenditure, except departmental expenditures, may be made unless it has been included into the Society's budget without authorization from Council.

13.2 During the summer months, the Executive and specifically the Vice President Finance are responsible for drafting a summer budget and approving spending. In September, Council must be informed of all summer spending.

13.3 Each expenditure of more than \$50.00 must be made by writing a cheque from the Society's bank account.

13.3.1 No expenditure of any amount may be made unless proper receipts have been secured and kept on file.

13.3.2 Only with the specific approval of Council (or the Executive in the summer months) can money be paid out in cash of more than \$50.00. Proper receipts must still be kept on file.

13.5 The Society is not permitted to have a credit card or make purchases through the Society's debit card.

13.6 For amounts under \$50.00, payment may be made through the use of a petty cash fund. This fund shall never have more than \$500.00 at any one time and all transactions must be recorded and kept on file.

#### **Article XIV: Bank Account**

14.1 There shall exist one main account for the Society at a chartered financial institution approved by Council, along with one internal McGill Account. The signing officers of the account shall be the Vice President Finance and the President. In the event of an emergency, in which one of the above mentioned officers is not able to sign, the Vice President Academic may sign cheques.

14.1.1 The AUS may have investments or savings accounts that bear interest. The signing officers of these accounts shall be the Vice President Finance and the President.

14.2 All financial transactions of the Society must be made through the current account.

14.2.1 The use of online registration and payment services are permitted.

14.2.2 Only the Vice President Finance and the President shall have access to the online registration and payments.

14.3 A copy of each month's bank statement(s) must be submitted to the FMC for review within fourteen days of receiving the statements.

14.3.1 If the FMC deems it necessary, the Vice President Finance must present the bank statement(s) to Council at the next possible meeting.

#### **Article XV: Financial Statements and Records**

15.1 The previous year's financial statements shall be kept neatly in the AUS office and all such documents shall be made available to any member of the Society.

15.2 The Vice President Finance will maintain accurate and up-to-date ledgers of all expenditures and revenues, and present reports to the FMC and Council in September, January and the last council meeting of the academic year.

15.3 The Vice President Finance will ensure that there are detailed financial records completed for the year in which he/she served, up to and including May 1st. The incoming Vice President Finance shall ensure that the financial records are stored in a coherent and suitable manner.

15.4 The Executive Committee shall appoint a bookkeeper who will be responsible for maintaining the books, and in conjunction with the Vice President Finance, and shall ensure the finances of the Society are guarded.

15.4.1 Council shall ratify the appointment of the bookkeeper by the second council meeting.

15.5 The Executive Committee shall appoint a certified public accountant to review the finances of the Society and ensure that taxes are filed properly.

#### **Article XVI: AUS Snax**

16.1 The outgoing Executive Committee shall appoint a manager(s) of the AUS Snax for the next academic semester by April 15<sup>th</sup>.

16.2 The manager(s) of AUS Snax shall be responsible for hiring all student employees, tracking and ordering inventory, and completing the financial documentation for the AUS Snax.

16.3 The Vice President Finance shall assist the AUS Snax manager(s) in preparing all financial documents and making all financial decisions regarding AUS Snax.

16.4 The AUS Snax may have its own bank account with a Snax Manager, the Vice President Finance and President as signing officers.

16.5 Any misappropriations of funds shall be brought to the FMC for them to recommend legal action to Council. Final decisions regarding legal action shall reside with the Council.

**Arts Undergraduate Improvement Fund By-Laws  
As Amended by AUS Council on January 30, 2008**

**ARTICLE 1: DEFINITIONS**

1.1 The Arts Undergraduate Improvement Fund ("The Fund") is a fund composed of fees paid by Arts Undergraduate Students and of other contributors, whose sole and unique purpose is to add value to the resources normally provided by the university and used by Arts Students.

1.2 The Fund Committee ("AUIFC") is a committee of the Arts Undergraduate Society of McGill University ("AUS") that normally administers the Fund.

1.3 These by-laws govern both the Arts Undergraduate Improvement Fund and the Arts Undergraduate Improvement Fund Committee.

**ARTICLE 2: FUNCTION OF THE ARTS UNDERGRADUATE IMPROVEMENT FUND COMMITTEE**

2.1 The AUIFC shall coordinate the expenditure of the Fund monies in such a manner that it most benefits the AUS members in their university environment.

2.2 The AUIFC shall determine a list of project expenditure proposals in the way outlined in this document and shall present that list to AUS Council for ratification.

2.3 The AUIFC shall meet no later than the first (1<sup>st</sup>) week of February

**ARTICLE 3: MEMBERS OF THE COMMITTEE**

3.1 The AUIFC shall be composed of twenty-two (22) members as follows:

3.1.1 The Vice-President Finance of the AUS ("VP Finance"), who shall be the chairperson of the AUIFC ("Chair");

3.1.2 The Dean of the Faculty of Arts ("Dean");

3.1.3 The Chairpersons of five (5) Arts departments to be selected by the Dean ("Department Chairs");

3.1.4 The Vice-President Communications of the AUS ("VP Communications");

3.1.5 One (1) student representative from twelve (12) of the Department Student Associations recognised by the AUS, in accordance with the AUS bylaws;

3.1.6 The McLennan Head Librarian;

3.1.7 The Director of the Faculty of Arts Computer Laboratory (FACL);

3.2 All student representatives identified in 3.1 and its subsections shall be full-time undergraduate students.

3.3 The faculty (i.e. non-student) members may appoint another faculty member to represent them.

**ARTICLE 4: DUTIES OF THE COMMITTEE'S STUDENT MEMBERS**

4.1 The VP Finance shall:

4.1.1 Chair the AUIFC meetings;

4.1.2 Set and distribute the agenda for AUIFC meetings, and inform all members as to the dates and times for these meetings at least five (5) school days in advance;

4.1.3 Coordinate all actions taken between meetings, and keep all members informed as to these actions;

4.1.4 Advise and instruct all members, to ensure that they are able to perform their duties, and enable the AUIFC to be as effective as possible;

4.1.5 Oversee the financial management of Fund accounts;

4.1.6 Verify and channel the requisitions made as a result of approved AUIFC



proposals;

4.1.7 Verify that the previous year's purchases have been made;

4.1.8 Take action in the event that purchases made in previous years are not used for their intended purposes;

4.1.9 Report all AUIFC actions to the AUS Council, including budgeting, proposals, voting results, and expenditures;

4.1.10 Present to the first regular AUS Council meeting of each November a description of the previous year's expenditures in the Funds accounts and publish that description in *The McGill Tribune* and/or *The McGill Daily*.

4.2 The VP Communications shall:

4.2.1 Take the minutes of every AUIFC meeting, and make them available within one week of the meeting;

4.2.2 Assist the VP Finance in overseeing Fund accounts;

4.2.3 Prepare and distribute documents necessary for AUIFC meetings and prepare and distribute reports to the AUS Council.

4.3 The Department Student Representatives, in collaboration with the VP Finance, shall, on the behalf of all students of the Faculty of Arts:

4.3.1 Determine what project expenditure proposals would be appropriate and needed by the Arts Undergraduate Students;

4.3.2 Write up and present to the AUIFC members the proposals for the Faculty;

4.3.3 Verify and identify the purchases made through the Fund from the previous year to ensure that:

4.3.3.1 The project expenditure proposals have been acted upon as requested;

4.3.3.2 purchases are directly benefiting Arts Undergraduate Students;

4.3.4 If irregularities are found, promptly report them to the VP Finance, in agreement with 4.1.7 and 4.1.8.

#### **ARTICLE 5: NOMINATION PROCEDURES**

5.1 The presidents of each of the Department Student Associations shall submit one or more candidates to the VP Finance for committee membership consideration at least twenty-eight (28) days before the first AUIFC meeting before the first regular AUS Council meeting of the academic year.

5.2 In the case that some positions have no candidates submitted as outlined in 5.1, the VP Finance shall submit the names of the candidates;

5.3 All student representatives shall be appointed by the AUS Executive Committee from the candidates submitted in 5.1 and 5.2.

5.4 All appointments made under 5.3 must be ratified by the AUS council at least twenty-one (21) days before the first AUIFC meeting

#### **ARTICLE 6: REPLACEMENT OF MEMBERS**

6.1 If a member cannot complete his or her term, he or she shall be replaced in a manner as follows:

6.1.1 The Dean and Department Chairs shall appoint replacements to represent themselves;

6.1.2 The AUS Executive Committee shall appoint a replacement for the VP Communications or the VP Finance, in accordance with AUS by-laws;

6.1.3 The VP Finance shall appoint replacements for the student representatives in consultation with the presidents of the department student association.

6.2 Appointments made under 6.1.2 and 6.1.3 must be ratified by the AUS Council.

#### **ARTICLE 7: VOTING PROCEDURE**

7.1 Each member of the AUIFC as defined in 3.1 shall have one vote on the AUIFC.

7.2 Quorum shall consist of eleven (11) members of the AUIFC, provided the Dean (or his or her representative), the VP Finance and the VP Communications are all in attendance.

7.3 A two-thirds majority is required for a project expenditure proposal to be accepted by the AUIFC, otherwise the proposal is rejected for the current year;

7.4 A Faculty-initiated proposal requires unanimous consent of the AUIFC, otherwise the proposal is rejected for the current year.

7.5 Proposals rejected in 7.3 and 7.4 may be resubmitted, with or without modifications in subsequent years.

7.6 AUIFC decisions to accept or reject expenditure proposals require ratification by a simple majority of the AUS Council.

#### **ARTICLE 8: FUND FINANCES**

8.1 The Fund shall consist of an account administered by the McGill Twenty-First Century Fund. All monies and contributions collected from students and other benefactors are to be deposited in this main account and administered by the Twenty-First Century Fund in accordance with these by-laws. Expenditures shall only be approved by the AUS Council, in consultation with the AUIFC.

8.2 The collection of Fund fees shall be conducted as follows:

8.2.1 Every student registered in an Undergraduate Arts program and registered for nine (9) credits or more shall contribute twenty-four dollars and fifty cents (\$24.50) per semester to the Fund.

8.2.2 Every student registered in an Undergraduate Arts program and registered for less than nine (9) credits shall contribute one-half of the amount stipulated in 8.2.1 to the Fund.

8.2.3 Every student registered in a Bachelor of Arts and Science program will contribute one-half of the amount stipulated in 8.2.1 or 8.2.2.

8.2.4 The fees outlined in 8.2.1, 8.2.2, and 8.2.3 shall be collected by McGill University as part of the normal fee payment process, and shall be deposited in the account as detailed in 8.1.

8.2.5 Students may choose to opt out of contributing towards the Fund as per the policy set by the University

8.3 For a given year, the gross amount available for allocation ("gross amount") shall consist of the sum of the collected fees as outlined in 8.2.1 and 8.2.2, less the fees returned as outlined in 8.2.5, as well as the monies not spent in the previous year(s), if any.

8.4 The gross amount outlined in 8.3 shall be allotted in the following manner:

8.4.1 An appropriate amount shall be set aside for the purchase of identification plaques that shall read "*Gift of the Arts Undergraduate Society*". These plaques shall be placed in a reasonably prominent way (i.e. in clear view of the user), without causing damage.

8.4.2 A sum of no less than forty per cent (40%) of the gross amount shall be reserved for project expenditure proposals solicited directly from FACL.

8.4.2.1 Project expenditure proposals for FACL must be received by the AUIFC by the third week of January and shall only be accepted if they are deemed acceptable from year to year by the

AUIFC and the AUS Council, in accordance with these bylaws.

8.4.3 A sum of four percent (4%) of the gross amount shall be reserved for the Fine Arts Fund to be administered by the Fine Arts Council in accordance with the AUS Fine Arts Council bylaws.

8.4.3.1 This sum shall be released to the Fine Arts Council at the end of the opt out period.

8.4.4 A sum of three percent (3%) of the gross amount shall be reserved for the Arts Internship Office to be administered as per the AUS Arts Internship bylaws.

8.4.4.1 This sum shall be released to the Arts Internship Office at the end of the opt-out period.

8.4.5 The net amount remaining after subtracting amounts allocated in s8.4.1, 8.4.2, 8.4.3 and 8.4.4 from the gross amount in 8.3 ("net amount") shall be allotted in a manner that is appropriate for students in the Faculty of Arts.

8.4.5.1 Any amount not spent on FACL proposals as intended in 8.4.2 shall be available for consideration of other project expenditure proposals by the AUIFC.

8.4.5.2 As the AUIFC considers spending options for the net amount, it shall maintain a particular focus on the needs of student tools and resources in the McLennan Library.

8.4.5.3 Project expenditure proposals for the net amount remaining, as defined by 8.4.5 and 8.4.5.1 must be received by the AUIFC by January 25.

8.5 No money shall be allotted for the support, upkeep, or business of the Fund. Expenses incurred by members of the AUIFC for the legitimate business of the Fund, such as its promotion, shall be paid for with funds from the AUIFC Operating Budget of the AUS as approved by the AUS Council, provided that these expenses have been authorized by the VP Finance.

8.6 Fund monies shall be used only to add value to the tools and resources in the Faculty of Arts and at McGill University which are used by Arts Undergraduate Students.

8.6.1 One-time installation or set up fees can be included as part of the project expenditure proposal.

8.6.2 Expenditures from the Fund shall not be used to finance deficits of any kind.

#### **ARTICLE 9: CYCLICAL REVIEW OF THE FUND**

9.1 The existence of the Fund fees shall be put to referendum every three years.

9.2 Every third year, and immediately following the presentation of the annual report outlined in 4.1.10, the VP Finance shall present a referendum motion to the AUS Council in accordance with 9.1.

#### **ARTICLE 10: TERMINATION OF THE FUND**

10.1 The Fund shall exist in perpetuity.

10.2 If the cyclical referendum of 9.1 is defeated, or if any spontaneous general referendum to the effect of terminating the Fund fees is passed, then the following shall apply:

10.2.1 The AUIFC shall be rendered obsolete and dismissed;

10.2.2 Any proposals that were proposed by the AUIFC and duly ratified by AUS Council prior to the dismissal of the Fund fees shall be honoured.

10.2.3 Any outstanding fees that were assessed prior to the dismissal of the Fund shall be deposited into the Fund account.

10.2.4 The administration of the Fund shall be transferred to the trust of the AUS Executive Committee, who may delegate this function to a Trustee Committee ("trustee").

10.2.5 The trustee shall administer the Fund in agreement with Articles 2 and 8.

10.2.6 Any actions to be taken by the trustee involving or leading to the expenditure of Fund monies shall be ratified by a two-thirds majority of the AUS Council.

10.3 A general referendum must be passed to reinstate the Fund fees in the case that the Fund fees had previously been suspended as outlined in 10.2.

10.4 In the case of a passing referendum as outlined in 10.3, then:

10.4.1 The trusteeship defined in 10.2.4 shall be rendered obsolete and terminated;

10.4.2 The AUIFC shall be reinstated;

10.4.3 Any proposals that were proposed by the trustee and duly ratified by the AUS Council prior to the reinstatement of the Fund shall be honoured.

#### **ARTICLE 11: SUPERCEDING CLAUSE**

11.1 This document completely supercedes any anterior version of the Fund by-laws or the Fund Committee by-laws.

#### **ARTICLE 12: COMING INTO FORCE**

12.1 These by-laws shall come into force on February 8, 1995, except for 8.2.1 and 8.2.2 which shall come into force following the passing at the next general referendum of a question to the effect of establishing the fees as stipulated in this document.

#### **ARTICLE 13: INTERPRETATION**

13.1 These by-laws shall be interpreted in a way consistent with the by-laws and Constitutions of the AUS.

#### **ARTICLE 14: AMENDMENTS**

14.1 Amendments to Article 2, Article 8.2.1, 8.2.2 and 8.2.3 and Article 14.1 must be approved AUS Council and ratified by general referendum.

14.2 Amendments to sections other than those specified in 14.1 must be approved by AUIFC and ratified by a two-thirds majority of the AUS Council.

### **Arts Undergraduate Society Department Association By-Laws Ratified by AUS Council on November 23, 2004.**

#### **Part I - The Department**

##### **Article 1 - Definitions**

1.1 Department Associations (hereinafter, "Departments") are integral parts of the governing structure of the Arts Undergraduate Society (hereinafter, "Society"), meant to express the interests of students to the Society and to the University.

1.2 The Constitutional and By-Law Review Committee (hereinafter, "CBRC") is a Committee of AUS Council (hereinafter, "Council"), charged with review of the

governing documents of the Society.

1.3 These by-laws govern Council, the CBRC, and the Departments, and are intended to enhance the democracy, transparency, and accountability of both the Society and Departments.

#### **Article 2 – Constitutional Review**

2.1 Departments, as well as the Society, must be governed by a Constitution.

2.2 Hereinafter, amendments to Department constitutions must be ratified by Council.

2.3 All Departments that do not have Constitutions on record with the Society, must draft a Constitution and have it ratified by Council.

2.3.1 A list of Departments that have Constitutions on record is found in Appendix A.

2.4 Amendments to Department Constitutions, once they have satisfied any Department-level requirements, will be approved by CBRC.

2.4.1 A Department Constitution is considered approved by CBRC if it is passed by a simple majority.

2.4.2 A Department Constitution is considered ratified if a report containing its approval by CBRC is ratified by Council.

#### **Part II – Minimum Requirements of Department Constitutions**

##### **Article 3 – Name**

3.1 The name of the Department must include the name of the relevant department or interdisciplinary program.

3.2 The name of the Department must not duplicate with that of any pre-existing organization of the Society, or of any other on-campus organization.

##### **Article 4 - Mandate**

4.1 The Department must include, at a minimum, in its aims:

4.1.1 to represent its membership to the Society;

4.1.2 to represent its membership to McGill University.

##### **Article 5 - Membership**

5.1 The Department must count as its membership, at a minimum, all undergraduate students registered at McGill University in the Major, Minor, Honours, and Joint Honours program of the relevant department or interdisciplinary program, if offered by the University.

5.2 The Department may, if it so decides, count in its membership, students currently taking classes in the department, who are not registered in the Major, Minor, Honours, and Joint Honours program of the department or interdisciplinary program.

5.3 Honorary members may not be voting members of the Association.

5.4 Honorary members may not be elected to membership on the Executive.

##### **Article 6 – Membership Fees**

6.1 The Department shall neither impose nor collect any society fee from its members.

##### **Article 7 – Finances of the Department**

7.1 The financial year of the Department shall be the first (1) of June to the thirty-first (31) of May.

7.2 The total expenditures of the Department shall not exceed its total revenues.

7.3 The Department's finances shall be governed by the AUS Financial By-Laws.

7.4 The Department shall maintain an internal account under the AUS.

7.4.1 The Department shall not maintain an external bank account, unless given prior approval by the AUS Vice-President Finance.

7.5 Expenditures of the Department must receive prior approval in the form of a budget, from the Vice-President Finance of the AUS.

7.5.1 The Vice-President Finance of the AUS shall approve all reasonable expenditures, provided that they do not violate AUS Financial By-Laws.

##### **Article 8 – The Department's role in Arts Undergraduate Society**

8.1 The Department must be an integral part of the AUS.

8.2 The Department must recognise the supremacy of the AUS Constitution, By-Laws, and Council.

8.3 The Department shall have one (1) representative to the AUS Council.

**Article 9 – The Executive**

9.1 The CBRC shall impose no restriction on the shape of the Department's Executive Committee, except to clarify duties or processes, or to prevent excessive fusion of powers.

**Article 10 – Elections**

10.1 All members of the Department must be eligible to vote in Department elections.

10.2 Elections must be conducted in accordance with the Department Constitution and with any applicable Department or AUS By-Laws.

10.2 All members of the Department, who will continue to be members during the fall and winter academic terms during their term in office, must be eligible to stand for election to the Executive of a Department.

10.3 All clauses regarding the Electoral process must be fair and consistent with the Society Electoral By-Laws and Constitution.

**Article 11 – Amendments to the Constitution**

11.1 Amendments to the Department Constitution must be ratified by Council.

Arts Undergraduate Society  
Departmental Association By-Laws  
Ratified by AUS Council: January 12, 2009

**Article 1 – Definitions**

- 1.1 “AUS” shall refer to the Arts Undergraduate Society of McGill University.
- 1.2 “The Society” shall refer to all members of the Arts Undergraduate Society.
- 1.3 “Council” shall refer to the Council of the Arts Undergraduate Society.
- 1.4 “CBRC” shall refer to the Constitution and By-Law Review Committee.
- 1.5 “Departmental Association” is any department or program which receives funding from the AUS

**Article II: Interpretation**

- 2.1 These regulations govern all Departmental Associations under the AUS and are administered by the Vice President Internal, along with the rest of the executive committee under the supervision of Council.
- 2.2 These Departmental Association Bylaws are to be used in conjunction with the Constitution and bylaws of the Arts Undergraduate Society of McGill University.

**Article III: Membership**

- 3.1 The membership of a Departmental Association shall consist of all undergraduate Arts and “Arts and Science” students currently registered at McGill University in the given department or program. This must include, but is not limited to, students registered in any of the major, double major, honours, joint honours, or minor programs of the given department.

**Article IV: Founding a departmental association**

- 4.1 Departmental Associations must be governed by a constitution which must be ratified by Council.
  - 4.1.1 If the constitution is not ratified by Council, Council may elect to send it to the CBRC for further review
- 4.2 The name of the Departmental Association must include the full name of the relevant department or interdisciplinary program.
- 4.3 The name and acronym of the Departmental Association must not duplicate with that of any pre-existing organization of the Society, or of any other AUS organization.
- 4.4 New Departmental Association must be ratified by a two-thirds majority of Council.

**Article V: Constitution and Amendments**

- 5.1 The Constitution must have the following elements:

- 5.1.1 The Mandate of the Departmental Association, including its aims to represent its membership to the AUS and to McGill University
- 5.1.2 The Executive structure of the Departmental Association, including two executive positions responsible for its finances and one representative to Council as per Article 4.2 of the AUS Financial By-Laws
- 5.1.3 The powers and duties of the Executive
- 5.2 The Constitution may include electoral guidelines but must adhere to the AUS Departmental Association Electoral By-Laws
- 5.3 The Constitution must enforce the AUS Financial By-laws
- 5.4 For the AUS to recognize any constitutional amendments, they must be ratified by council.
- 5.5 The CBRC shall impose no restriction on the shape of the Departmental Association's Executive Committee, except to clarify duties, procedures, or to prevent excessive fusion of powers.

#### **Article VI: Maintaining departmental association status**

- 6.1 The Departmental Association must recognize the supremacy of the AUS Constitution, By-Laws and Council.
- 6.2 Departmental Associations must annually submit the following information to the AUS:
  - 6.2.1 The Constitution of the Departmental Association, if one is not already on file at the AUS Office
  - 6.2.2 The list and contact information of all executive officers and journal editors of the Departmental Association
  - 6.2.3 A list of all journals published by the Departmental Association
  - 6.2.4 A detailed budget proposal for the current fall and winter semesters using the form provided by the AUS Vice-President Finance.
- 6.3 The Departmental Association must send a representative to Council meetings. Failure to do so will result in consequences as outlined in Article 9 of the AUS Constitution.
- 6.4 The Departmental Association shall neither impose nor collect any society fee from its members.
- 6.5 Failure to follow any of the By-Laws and Constitution of the AUS will result in consequences to be determined by Council on a case by case basis.

#### **Article VII: Finances of the Department**

- 7.1 The financial year of the Departmental Association shall be the first (1) of June to the thirty-first (31) of May.
  - 7.1.1 The AUS budget and allocation cover all activity from September 1<sup>st</sup> – March 31<sup>st</sup> as per article 5.1 of the Financial By-Laws.
- 7.2 The total expenditures of the Department Association shall not exceed its total revenues.
- 7.3 The Department Association's finances shall be governed by the AUS Financial By-Laws.



- 7.4 The Departmental Association shall maintain an internal account under the AUS.
  - 7.4.1 Departmental Associations that are a joint faculty association may maintain an external bank account if given prior approval by the AUS Vice-President Finance.
- 7.5 Expenditures of the Departmental Association must receive prior approval in the form of a budget, from the Vice-President Finance of the AUS.
- 7.6 The Vice-President Finance of the AUS shall approve all reasonable expenditures, provided that they do not violate AUS Financial By-Laws.

**Article VIII: Elections**

- 8.1 All members of the Departmental Association must be eligible to vote in Departmental Association elections.
- 8.2 Departmental Associations must hold annual elections in accordance with the AUS Departmental Association Electoral By-Laws and their Constitutions.
  - 8.2.1 Any member of a departmental association shall be eligible to run for office and vote in that Departmental Association's election.
- 8.3 Elections must be conducted in accordance with the Departmental Association Electoral By-Laws.



Arts Undergraduate Society of McGill University  
Electoral By-Laws  
As Ratified by AUS Council on February 11th, 2009

Article I: Definitions

- 1.1 "Elections AUS" and "eAUS" shall refer to the CRO and DROs.
- 1.2 "AUS" shall refer to the Arts Undergraduate Society of McGill University.
- 1.3 "The Society" shall refer to all members of the AUS, as defined by the Constitution.
- 1.4 "Council" shall refer to the Council of the Arts Undergraduate Society of McGill University.
- 1.5 "CRO" shall refer to the Chief Returning Officer of Elections AUS.
- 1.6 "DRO" shall refer to the Deputy Returning Officer of Elections AUS.
- 1.7 "Working day" shall refer to any scheduled day of classes as defined by McGill University.
- 1.8 "Slate" shall refer to a group of candidates who are voluntarily running in support of one-another.
- 1.9 "Officer of Elections AUS" shall refer to any member of Elections AUS as mentioned in Article III, any paid staff who helps run an election, or any volunteer who helps run an election.
- 1.10 "Student Publication" shall refer to the McGill Daily, the McGill Tribune and Le Délit.
- 1.11 The determination of whether an individual is involved with a candidate's campaign (a member of their campaign committee) or a referendum committee is to be made using the standard of the reasonable person.

Article II: Oversight of AUS Elections

- 2.1 All members of the AUS shall be eligible to vote once in the AUS elections and referenda.
- 2.2 The elections shall be held between February first (1<sup>st</sup>) and March thirty-first (31<sup>st</sup>). If necessary for the purposes of referenda or by-elections, another election period may take place between October first (1<sup>st</sup>) and November fifteenth (15<sup>th</sup>).
- 2.3 The quorum for an AUS election is eight percent (8%) of the AUS members eligible to vote.
- 2.4 Any fee imposed by a referendum must be brought to subsequent referenda every three years (3).
- 2.5 Any changes to Article II must be made through a general referendum of the AUS.

Article III: Interpretation

- 3.1 Elections are to be conducted in accordance with the AUS Constitution and these By-Laws.
- 3.2 All rules and regulations regarding elections, including these By-Laws, are to be administered equally and impartially to all candidates and referenda committees.
- 3.3 In the event of a discrepancy between these By-Laws and the AUS Constitution, the AUS Constitution shall prevail.
- 3.4 Unless explicitly stated otherwise, the "Yes" and "No" referendum committees shall be affected by these By-Laws in a similar fashion as candidates for executive positions.
- 3.5 No changes shall be made to any of the provisions contained within the Electoral By-Laws once the nomination period has opened.
- 3.6 Elections AUS is responsible for all interpretations of these By-Laws and the part of the AUS Constitution pertaining to elections. All official decisions shall be decided by an official vote taken by Elections AUS, after hearing the advice of the President (or the President's replacement as specified in 3.2). Should Elections AUS not be able to come to any decision throughout the campaign (regarding interpretation, penalties, or any other necessary decision) the tie-breaking vote shall reside with the CRO.
  - 3.6.1 Should there not be sufficient time for a full meeting of Elections AUS, the CRO may

interpret these By-Laws as he/she sees fit; subject to the appeal of the full body of Elections AUS.  
3.6.2 Any decisions made by Elections AUS may only be appealed to the Judicial Board of McGill

3.7 Except where it is explicitly stated, the AUS Council shall not bear the responsibility of interpreting these By-Laws, shall not influence any decisions made by Elections AUS, nor shall they affect the outcome of any election.

#### Article IV – Elections AUS

4.1 Elections AUS shall be composed of the Chief Returning Officer (CRO), one (1), two (2), or three (3) Deputy Returning Officers (DROs), and the President of the Society (advising capacity only).

4.2 The President of the AUS shall be an advising member of Elections AUS and shall remain impartial throughout the election.

4.2.1 In the event that the President is intending to accept nomination for election or re-election, the AUS Council shall determine by a two-thirds majority vote which sitting member of Council, not up for election, shall act as advisor on Elections AUS.

4.2.2 If the President is sitting on a candidates committee, the Council shall determine by a two-thirds majority vote which sitting member of Council, not up for election nor involved in a candidates campaign, shall act as advisor on Elections AUS.

4.2.3 In the event that the President or the President's replacement (as mentioned in 4.2.1 and 4.2.2) is on a referendum committee, he or she may not advise Elections AUS on any referendum issues, though he or she may advise on general Election inquiries.

4.3 Elections AUS shall administer all candidate elections and referenda as provided for in the AUS Constitution and By-laws. Elections AUS must also run any election(s) which may be assigned to them from time to time by Council. All elections and referenda administered by Elections AUS shall be subject to the AUS Constitution and By-Laws.

4.4 The stipends of all of the officers of Elections AUS shall be set and fixed prior to their appointments. No changes shall be made to the stipend of an officer of Elections AUS during his or her term of office.

4.4.1 No officer of Elections McGill shall be deprived of any part of his or her stipend unless the officer resigns or is removed from office for derelict behaviour in duties of duty by a three- fourth (3/4th) vote of Council.

4.5 The CRO shall be appointed by the Council no later than October first (1st). The CRO shall be responsible for the general conduct and execution of elections and referenda. He or she shall fulfill his or her duty with impartiality.

4.6 The CRO shall appoint, with the aid of the Executive Committee, the DROs no later than the end of the third week of the winter semester of the current academic year. The DROs must be ratified by Council. The DROs shall assist the CRO to the extent designated by the CRO, and shall fulfill their duties with impartiality.

4.7 The CRO, on behalf of Elections AUS, shall submit for the approval of Council the following dates: the nomination period, the extended nomination period, the campaign period, the polling period, the polling locations and times.

4.8 Elections AUS shall arrange and promote a meeting for all candidates for the executive positions, positions of Arts representative to the SSMU, and members of the referendum committees to be held no later than two (2) days before the beginning of the campaign period.

4.9 No candidate, member of a candidate's election committee, member of a "Yes" or "No" referenda committee, member of the press, or paid employee of the Society may work for Elections AUS.

4.10 No officer of Elections AUS may be on the editorial staff of any campus publications that are published more than six (6) times per year.

4.11 Neither the CRO nor the DRO's may be a member of Council (including Speaker and Recording Secretary) throughout the duration of their tenure on Elections AUS.

4.12 Elections AUS must organize a debate between candidates during the campaign period and, when possible, between referenda committees.

4.13 Elections AUS shall have a budget, set by the CRO, to be approved by AUS Council with the AUS Budget.

#### Article V: Spirit of fair play

5.1 Any behaviour or elections material that contravenes the spirit of fair play, even if it is not a per se violation of one of the by-laws expressed herein, shall be subject to penalties as outlined in Article XVI.

5.1.1 Elections AUS or the CRO of Elections AUS shall have the discretion as to what constitutes fair play.

#### Article VI: Nominations

6.1 The period of nomination for AUS executive officers and Arts representatives to the SSMU shall be a minimum of ten (10) working days, closing at 5:00PM on the tenth (10th) working day.

6.2 The procedure for nomination (i.e. forms to be filled, locations for submission of forms) shall be established by Elections AUS and shall be announced to the members of the Society in at least one (1) student publication at least one (1) week prior to the commencement of the nomination period.

6.3 The deadline for nominations for any elected position shall be extended by a minimum of three (3) working days if fewer than two (2) candidates are nominated for that position.

6.4 Where no students declare themselves as candidates for an elected position, the out-going Council shall fill the said office by appointment.

6.5 Elections AUS shall be empowered to review nomination and referendum forms after they have been submitted to the AUS office in accordance with the by-laws contained herein.

6.5.1 Should eAUS find that information is fraudulent or incomplete, it may disqualify the candidate.

6.6 The following requisite number of valid Society member signatures are necessary for a successful nomination bid:

i) One hundred (100) signatures for nomination for President;

ii) Seventy-five (75) for all other executive positions and Arts representatives to the SSMU.

6.7 A signature for nomination and petition purposes shall be valid only if it is accompanied by a corresponding name, student identification number, faculty and program year for each student, who nominates a candidate or signs a petition.

6.8 All candidates must be in satisfactory academic standing as defined by University regulations.

6.9 Members of the Society may present themselves as candidates for one, and only one, elected position within the AUS. Candidates attempting to seek more than one elected post in the same electoral period shall be subject to removal from elections by Elections AUS.

6.10 A member of the Society may nominate more than one (1) candidate for each position.

#### Article VII: Referenda

7.1 A referendum may be initiated by a two-thirds (2/3) vote of the AUS Council or by a petition signed by at least one hundred and fifty (150) members of the Society and filed with Elections AUS a minimum of twenty-one (21) days prior to polling.

7.2 In the case of a referendum initiated by the AUS Council, the wording of the referendum question must be ratified by Council, in both official languages of the AUS, a minimum of twenty-one (21) days prior to the opening of the regular polling period.

7.2.1. If a fee-related referendum question is approved by the AUS Council, it must also be forwarded to the Dean of Students.

7.3 In the case of a petition based referendum, the signatures must be accompanied by valid student identification numbers, degree and program year. The petition must also include the exact wording of the question in both official languages of the AUS.

7.4 A "Yes" or "No" committee may be formed by the AUS Council for any question put before the members of the Society in a referendum through a regular motion of Council. A chairperson for the committee shall be appointed in the same motion.

7.5 A "Yes" or "No" committee may be formed for any referendum question by members of the Society provided a petition is signed by fifty (50) members of the Society. Signatures shall be accompanied by valid student identification numbers, degree and program year. The petition shall be submitted to Elections AUS at any date prior to polling. At the time of the presentation of such petition to the CRO, the name of the chairperson of the committee must also be submitted to Elections AUS.

7.6 Only one "Yes" committee and only one "No" committee for each referenda question will be allowed to exist.

7.7 Referenda initiated by Council or by petition shall be announced at least fifteen (15) calendar days prior to the opening of the polls in at least one (1) student publication.

## Article VIII: Campaigning

8.1 The campaign period shall last no less than six (6) working days and shall be immediately followed by the polling period.

8.2 No campaign material may be distributed prior to the opening of the campaign period.

8.3 No campaign material may be slanderous, libel, and/or discriminatory toward another candidate and his or her position. No campaign material may be unequivocally degrading to any person, organization, or department of the University or to any outside group in any way.

8.4 Only Elections AUS shall retain the right to decide whether campaign material conforms to section 7.2.

8.4.1 All campaign material that has been approved by Elections AUS must include an AUS Approved Marking, and no material may distributed without bearing this marking.

8.5 Each candidate and referendum committee shall be allowed to post a maximum of two hundred (200) posters in the following buildings and nowhere else on campus: Leacock, Arts, Stewart

Biology, Burnside Hall, Shatner Building (Student Union), McLennan/Redpath Library, Frank Dawson Adams, McConnell Engineering, 688 Sherbrooke West, Birks, Ferrier, Peterson Hall, Otto Maass, and any McGill residence hall (with the exception of MORE buildings).

8.5.1 No posters may be placed in any other building on campus.

8.5.2 No more than fifteen (15) posters may be placed in any building in one single day.

8.5.2.1 The Leacock Building is the only building that may have as many as twenty (20) posters in it on one single day.

8.5.3 No posters may be placed inside classrooms or bathrooms.

8.5.4 All paper campaign materials must be on recycled paper.

8.5.5 No posters may be placed on glass surfaces or doors.

8.5.6 Any campaign material with one of the slate's members name, photo, and/or slate name, shall count as one of the candidate's posters. Slates are not granted additional posters.

8.6 The dimensions of a poster shall not exceed eight and one half (8.5) and eleven (11) inches. Posters must be two dimensional.

8.6.1. A maximum of ten (10) posters of a larger size of eleven (11) by seventeen (17) inches can be put, with a maximum of one per building.

8.7 All posters must include the polling dates in a minimum of 11-point font and on the front side of all posters.

8.8 Permission must be granted by the porter of each building prior to the placement of any posters.

8.9 All candidates must submit a list on campaign team members to eAUS prior to the opening of the campaign period.

8.10 Candidates or campaign team members may make presentations before Arts classes only during the campaign period and only with the permission of the instructor teaching the class.

8.10.1 The instructor may limit the time given to each candidate or decline a candidate the right to speak before his/her class.

8.11 No banners (defined as anything larger than a poster as per Provision 6.5) supporting a candidate, position, slate or referendum committee are permitted except for as stated in 8.10.

8.12 Elections AUS will provide each candidate, or committee, with one banner of equal size (as determined by Elections AUS). These are to be hung by Elections AUS in the Arts lounge. No other campaign materials will be permitted in the Arts lounge.

8.13 No AUS funded publication may express implicitly or explicitly anything but a neutral position towards any candidate or platform in an AUS election or referendum until the polls have closed.

8.14 Upon submitting a nomination form, all candidates with on-air positions or members of the press at McGill University, must forego any and all broadcast and/or publication duties until the conclusion of polling.

8.15 Any member of a candidate's campaign committee or referendum committee who has editorial, programming, or reporting duties, which report on campus news, shall forego his or her position throughout the campaigning and polling periods.

8.16 All candidates, members of a candidate's campaign committee, or referendum committee, who are staff members with any AUS funded publication shall refrain from writing, producing, or editorializing about the AUS elections.

8.17 No employee of the AUS, unless said employee is a candidate, may publicly endorse a candidate.

8.18 No candidate, member of a campaign committee, or member of a referendum committee may use the means of his/her position in a campus group to aid in a campaign, or to affect the elections or the normal operation of Elections AUS in any way.

8.19 No handbills shall be distributed:

8.20 All campaign material shall be presented to, and receive approval from Elections AUS before its distribution. The CRO shall have the right to prohibit use if the content or distribution contravenes these by-laws.

8.21.1 Even after the CRO has given permission for campaign material to be distributed, Elections AUS may deem it in contradiction to these By-Laws.

8.21 Any campaign material not explicitly referenced in these By-Laws must be approved by Elections AUS.

8.22 Candidates may not distribute food or any other gifts in kind for the purposes of campaigning.

8.23 Campaigning shall end at 00:00 hours of the day that the regular polls open.

8.24 Campaigning is permitted on the day or days of advance polling. However, no campaign material may be posted or distributed within five (5) meters of any official polling station.

8.24.1 When online voting is used, any stationary computer on campus is considered a polling station.

8.25 All candidates shall be responsible for removing all of their campaign material before 00:00 hours on the day that the regular polls open.

8.26 NO pre-campaigning

8.27 No unsolicited messages may be sent. A message is considered unsolicited if the person receiving the email does not normally receive e-mail from the sender.

8.27.1 Listservs are allowed to endorse candidates if the organization chooses to do so, following their own regulations, preceded by the By-Laws. Departmental Associations may be allowed to endorse candidates through their listserv.

8.27.2 Elections AUS shall use the standard of a reasonable person when determining whether an e-mail is solicited or unsolicited.

8.27.3 AUS may not send out an endorsement e-mail to its official listserv.

8.28 Candidates or committees may establish websites.

8.28.1 Paid advertisements on websites are allowed so long as they terminate by the end of the campaign period.

8.28.2 Facebook (or other social networking sites) groups may be as long as they are created during the campaign period dissolved by the end of the campaign period. Each candidate may only have one Facebook group which supports her or him. Groups may only support one candidate. Groups can only be created by the candidate, and only in the McGill network. Only the candidate can invite people to join the group. Candidates may use the "Message All Members" feature. All groups must include in their description the voting dates and list the website.

8.28.3 Candidates may place campaign material in their profile picture. Candidates may use their "Status" for the purposes of campaigning. Any profile pictures and statuses which pertain to the campaign must be erased by the end of the campaign period.

8.28.4 No other campaigning may take place on a candidate's profile page. Candidates may not use any other Facebook application to campaign. Candidates must have Elections AUS approve all online campaign materials.

## Article IX: Campaign Funding

9.1 Each candidate for any executive positions or Arts representative to the SSMU shall be permitted to spend a maximum of seventy-five dollars (\$75.00) on materials pertaining directly or exclusively to the campaign.

9.2 A slate shall not be entitled to spend more than the sum of individual members of the slate on campaign materials.

9.3 Committees organized for or against referendum questions shall be permitted to spend a maximum of one hundred dollars (\$100.00) on materials pertaining directly or exclusively to the campaign.

9.4 There shall be an automatic review of campaign spending guidelines at least every two (2) years, but not limited to every two (2) years.

9.5 Candidates or referendum committees that violate the spending guidelines as specified in provisions 9.1 through 9.4 shall have their nominations disqualified



by Elections AUS.

9.6 Candidates and referendum committees must submit a copy of all of their expenditures within 7 days of the conclusion of campaigning. The CRO shall review all expenditures from campaign spending and he/she shall make a summary of said expenditures available to all candidates, members of referendum committees, and other interested parties within seven (7) days of the end of the campaign period.

9.6.1 All candidates in AUS elections and members of referendum committees shall be entitled to request a reimbursement from the AUS for the entire amount spent on campaign materials upon presentation of receipts, except as otherwise provided in this by-law.

9.7 In order to be eligible for reimbursement, a candidate and/ or referendum committee needs to receive five percent (5%) of the popular vote in his/her race.

9.8 Each eligible candidate and referendum committee shall be entitled to request an inquiry into the campaign spending of another candidate or referendum committee no later than seven (7) days of receiving the CRO's report on campaign spending.

## Article X: Voting

10.1 The polling period shall last for at least two (2) working days.

10.2 The date, time and location of the polls shall be published in at least one (1) student publication at appropriate times as determined by Elections AUS.

10.3 Polls whose locations have not been published shall be deemed unofficial and all ballots cast in an unofficial poll shall be deemed null and void unless all candidates or committees involved agree otherwise prior to the counting of ballots.

10.4 All ballots must be cast by the closing of the polls on the final day of voting.

10.5 Any member of the Society may vote at any open poll during an election or referendum.

10.6 Members of the Society may only vote once.

10.7 A valid student identification number and/or a valid McGill email address is required for voting. Only students enrolled in a Bachelor of Arts degree program at McGill University or the Bachelor of Arts & Science degree program at McGill University will be allowed to vote for AUS elections. No appeals on this matter will be considered.

10.8 Each qualified elector wishing to vote must do so in person. Voting by proxy is prohibited.

10.9 A record shall be kept of every person voting in an election by an appropriate method to be determined by Elections AUS.

10.10 Elections AUS may open polling early for the purposes of an advanced polling period as they deem necessary. All advanced polling stations are subject to the same regulations as normal polling periods and must be approved by Council.

10.11 If necessary, Elections AUS shall be responsible for making provisions so students with disabilities have the opportunity to vote.

10.12 Each position on the ballot shall have a "disapprove of all candidates" option. Should the percentage of voters choose this option exceed 60% all candidates for this position shall be considered rejected. The outgoing Council shall find a suitable means of filling the vacant position.

10.13 Departmental Associations may choose to run their independent elections using the same polling booths as the AUS elections.

10.13.1 Departmental Associations which choose to allow the AUS to administer

their elections, ballots from both AUS and departmental and program elections will be counted by clerks supplied by Elections AUS.

## Article XI: Online Voting

11.1 Whenever possible, ballots shall be cast through an online voting system. This system shall utilize the highest security encryption that is reasonably available to Elections AUS.

11.2 All users of the online voting system must provide a valid McGill student identification number and/or valid McGill email address along with a separate form of authentication.

11.3 All official polling stations must have at least one computer set up to be used exclusively for members of the Society to vote with.

11.4 The web link for the online voting system shall be posted on the AUS web site and also sent out to the AUS official listserv. The listserv e-mail must be written by the CRO.

11.5 Whenever possible, all AUS managed computers, excluding those directly in the AUS office, shall have their home page pre-set to the online voting page throughout the polling period.

11.6 Should the online voting system become faulty or unreliable mid-way through the polling period, Elections AUS may indicate a new, fair, method of voting, which may include holding a separate emergency polling period or extending the polling period.

11.6.1 Should a new emergency polling period be called, Elections AUS may also call for a new campaign period, if they deem it necessary.

11.7 If any problems with the online voting system are detected that may have affected the outcome of the election, Elections AUS may call for a new election as soon as logistically possible.

11.7.1 Any member of the Society with knowledge of a problem with the online voting system must file a report to Elections AUS within 10 working days of the conclusion of the election.

11.7.2 If a candidate or a member of a candidate's campaign committee is determined to be involved in any form of tampering with the online voting system, that candidate is immediately disqualified and barred from holding office.

11.7.3 If a member of a referendum committee is determined to be involved in any form of tampering with the online voting system, a new polling for the referendum must be called, and that member is barred from participated in the new referendum period.

11.8 Once the official results are approved by Elections AUS, no appeals of the final tallies nor any recounts may be made. The only appeals allowed will be those mentioned in 11.7.

11.9 Elections AUS may add any rules or regulations to run the online voting system, so long as they do not contradict these By-Laws or the Constitution.

## Article XII: Paper Balloting, Vote Counting, and Scrutineering

12.1 Whenever online balloting is not utilized, the following guidelines for paper balloting must be followed.

12.2 Elections AUS may choose to run both paper balloting and online voting simultaneously, so long as proper restrictions are placed to ensure no member of

the Society votes twice.

12.2.1 Votes cast on the online voting system and through paper ballots will always be given equal weight.

12.3 All paper ballots cast must be in the presence of at least one poll clerk

12.4 When voting, a valid McGill photo ID must be presented to the poll clerk. No appeals nor alternate forms of identification will be allowed.

12.5 After poll clerks confirm that the elector has not yet cast a ballot, the poll clerk must initial the paper ballot to confirm that ballot should be counted.

12.6 No ballot shall be counted in the presence of less than two (2) ballot counters.

12.7 A ballot is to be rejected if:

i) there is no clear indication of preference for a single candidate or referendum position;

ii) the initials of the poll clerk do not appear on the ballot paper.

12.8 The determination of a voters intent shall be made by the ballot counters subject to appeal to Elections AUS.

12.8.1 Scrutineers may appeal the ballot counters interpretation to Elections AUS.

12.8.2 If the ballot counters can not agree on a voters intent, an automatic appeal to Elections AUS shall be made.

12.9 If the vote is to be tabulated by computer, a ballot is invalid if rejected by the computer tabulating system.

12.10 Each candidate or committee is entitled to have one scrutineer present at each area where ballots are being counted. If this is not practical, Elections AUS, in consultation with the candidates' or committees' scrutineers, shall determine an alternate arrangement or joint scrutineering. Scrutineers are not permitted to participate in the count. They may observe, object if there is cause, and appeal to the CRO or DRO for redress.

12.10.1 Scrutineers for ballot counting must present an explicit written authorization to be present at the count signed by the candidate or chair of the referendum committee. This written authorization must be presented to the CRO or DRO prior to the commencement of the ballot count.

12.10.2 Each scrutineer may represent only one (1) candidate or referendum committee.

12.11 Scrutineers or poll clerks who disobey rules may be censured and/or removed by the CRO or DRO.

12.11.1 If the candidate or committee, for whom the expelled scrutineer was acting, wishes to appoint a replacement, a second (2nd) written authorization to that effect must be issued.

### Article XIII: Tie Votes

13.1 If paper ballots are used in an election and two or more leading candidates have received an equal number of votes, first a recount will take place to ensure that a tie has in fact occurred.

13.2 If, following a recount, two candidates have an identical number of votes, a random sample of votes will determine which of the tied candidates wins the election.

13.2.1 No recount shall be allowed of the random sample.

13.2.2 Counting of the ballots for the random sample shall be conducted by all the members of Elections AUS, in a manner consistent with these By-Laws, with scrutineers of both tied candidates present.

13.3 If online voting is used in conjunction with paper ballots and a recount shows the leading candidates having received an equal number of votes, a random sample of votes will determine which of the tied candidates wins the election. This random sample must be composed in proportional parts of paper ballots and electronic ballots.

13.4 If only online voting is used and two or more leading candidates have received an equal number of votes, a random sample of votes will determine which of the tied candidates wins the election.

13.5 If paper ballots are used in a referenda balloting and there appears to be a tie in the voting, first a recount will take place to ensure that a tie has in fact occurred.

13.6 If, following a recount, there is a tie, the referendum question shall be deemed defeated.

13.7 If a referendum is held exclusively using online voting, and a referenda has an equal number of 'yes' votes as 'no' votes, the referenda question fails.

13.8 Following the first re-count, Elections AUS may choose, if they deem it necessary, to call for a second re-count. This final recount must occur within 24 hours of the conclusion of the first re-count and will be the official election results.

13.8.1 Only the Judicial Board of McGill University may call for recount following Elections AUS deeming the results official.

#### Article XIV: Recounts

14.1 Should the official results of the paper ballots be within 10% between the apparently winning candidate and the next closest candidate, there will be one (1) automatic recount. The results of this recount will be the official results in accordance with 14.3.

14.2 Should the official results of the paper ballots be within 10% between the 'Yes' and 'No' side of a referendum, there will be one (1) automatic recount. The results of this recount will be the official in accordance with 13.3.

14.3 Elections AUS may choose to call for one additional recount, should they deem it necessary, in the case of 14.1 or 14.2. Should they do so, the final tally must occur within 24 hours of the first re-count and the final tally will become the official results.

14.4 No recounts will be necessary for results stemming from online voting.

#### Article XV: Announcement of Results

15.1 Upon immediate completion of the ballot counting, the CRO shall announce publicly the official results of the elections and the referenda.

15.2 Elections AUS shall submit the results in writing to the current AUS President within seven (7) working days and notify the President of any irregularities, ties, or appeals in the election or referendum process.

#### Article XVI: Penalization and Disqualification of Candidates, Invalidation and Disqualification of Election and Referenda Results, Re-Election, and Appeal Procedures

16.1 Candidates and members of referendum committees who violate these By-Laws

or the Constitution will be subject to the following penalties:

i) Upon a first infraction, candidates and members of referendum committees will be notified of their offenses, and will be penalized twenty dollars (\$20.00).

ii) Upon a second infraction, candidates and members of referendum committees will be notified and further warned not to violate the AUS Electoral By-laws, and will be rendered ineligible for any reimbursement. Additionally, Elections AUS may choose to publicly censure the candidate or referendum committee member.

iii) Upon a third infraction, candidates should be disqualified by Elections AUS. If disqualification is deemed too severe a penalty, then Elections AUS must publicly censure the candidate either with notes at least one (1) student publication or through a public announcement on the AUS listserv or through posters in prominent locations or through a note on the ballot itself. Additionally, if disqualification is deemed too severe, Elections AUS may choose to fine the offending candidate or referendum committee up to \$75.

16.2 Candidates may be disqualified upon a first or second infraction of the AUS Electoral By-laws or AUS Constitution should the violation be so serious as to have significantly and irreparably advantaged the candidate or referendum committee such that a fair result at the ballot would be unattainable.

16.3 Elections AUS will invalidate an election or referendum if, in its opinion, a violation of the Constitution and By-laws has adversely affected the outcome of that election or referendum. In making this decision, Elections AUS will consider the conduct of the parties and the seriousness of the violations.

16.4 In the event of an invalidated election, a new election will be held with only the names of those candidates appearing on the initial ballot, excluding any disqualified candidates, for only the race(s) which were invalidated. This repeat election shall be held within ten (10) working days of the final decision of invalidation, before the end of the exam period.

16.5 All decisions made by Elections AUS may be appealed to the Judicial Board of McGill University, as provided in the Constitution of the Arts Undergraduate Society, no later than five (5) working days after the election results have been announced.

16.5.1 The appeal period, as specified in provision 12.5, may not be extended by the AUS Council or the Judicial Board.



**The Arts Student Employment Fund By-Laws  
As Amended by AUS Council on Sept. 21, 2004  
(Last Reviewed by General Referendum in March 2003)**

**1.0 Definitions**

- 1.1 Arts Faculty Employment Fund (AFEFE) refers to monies to be administered by Dawson Hall.
- 1.2 Arts Student Employment Fund (ASEF) refers to the total monies collected for the Arts Undergraduate Society's employment initiative;
- 1.3 Arts Student Employment Fund Committee (ASEFC) refers to the overseeing body of ASEF.
- 1.4 Arts Undergraduate Society (AUS) refers to all undergraduate Arts students.
- 1.5 Career and Placements Services (CAPS) refers to the university-wide career counseling service.
- 1.6 "Newly Appointed Professors" and "New Professors" refers to professors in their first academic appointment at McGill, within the first three years of that appointment.
- 1.7 Work-Study Program of the Faculty of Arts (WSPFA) refers to the monies to be administered through the McGill Work Study Program.

**2.0 General Description and Scope**

- 2.1 The ASEF is a fund composed of fees paid by Arts undergraduate students and matching contributions made by the Faculty of Arts and McGill University. The sole and unique purpose of this initiative is to provide funding for the creation of academically based employment opportunities in the Faculty of Arts for Arts undergraduate students.
- 2.2 The ASEF is divided between two initiatives. Twenty-five per cent (25%) of the ASEF is allocated to the ASEF which is a fund matched by the Faculty of Arts Operating Budget. Seventy-five per cent (75%) of the ASEF is allocated to the WSPFA and is matched by funds from the McGill University Operating Budget.
- 2.3 The ASEFC is a committee of the AUS that normally oversees the ASEF.
- 2.4 These by-laws govern both the ASEF and the ASEFC.

**3.0 Function of the ASEF**

- 3.1 The function of the ASEF is for the creation of academically based employment opportunities for undergraduate students in the Faculty of Arts.
- 3.2 The ASEF is designed to provide incentives for newly hired professors to propose academically based employment opportunities for undergraduate Arts students. These positions will be subsidised one hundred per cent (100%).

**4.0 Administration of the ASEF**

- 4.1 Subsidies will be granted to newly hired professors that propose employment for eligible undergraduate Arts students to assist them with Academic and research duties.
- 4.2 The ASEF will be administered through Special Funding by Dawson Hall.
- 4.3 Subsidies for employment positions created by new professors for the hiring of undergraduate Arts students will be contingent on their following of the Guidelines for Employment Proposals Made to the ASEF in Appendix A.

- 4.4 Special Funds will be entrusted with the responsibility for ensuring that the proposals made by newly hired professors are those which have as their focus academically based duties.
- 4.4.1 Special Funds will be guided in their appraisal of proposed projects by the Guidelines for Employment Proposals Made to the ASEF in Appendix A.
- 5.0 Function of the WSPFA**
- 5.1 The function of the WSPFA is the creation of academically based employment opportunities for Arts undergraduate students in the Faculty of Arts.
- 5.2 The WSPFA is designed to provide incentives to professors, directors and McGill administrators to propose employment opportunities which will be subsidised one hundred per cent (100%) through the Work Study reimbursement program.
- 6.0 Administration of the WSPFA**
- 6.1 The WSPFA will be administered through the McGill Work Study Program.
- 6.2 Employment proposals will be granted to all professors, directors and other McGill Administrators who demonstrate to the Work-Study Program that they have academically based employment opportunities.
- 6.2.1 The coordinator for the Work Study Program is entrusted with the responsibility for ensuring that the proposals made to the WSPFA are indeed those with academic merit. The coordinator will be guided in his/her approval and appraisal of proposals to the WSPFA by the Guidelines for Approval of Employment Proposals made to the WSPFA found in Appendix B.
- 7.0 Function of the ASEFC**
- 7.1 The ASEFC will act as the overseeing committee for the ASEF. Its primary purpose is to ensure continued benefits to students and professors of the ASEF, while protecting the integrity of the program.
- 8.0 Membership of the ASEFC**
- 8.1 The ASEFC shall be composed of:
- 8.1.1 The President of the AUS
- 8.1.2 The Vice-President Academic of the AUS
- 8.1.3 The Associate Dean Academic of the Faculty of Arts
- 8.1.4 One Department Chair
- 8.1.5 Two Student Members-at-Large
- 8.1.6 One representative from CAPS
- 8.2 A non-voting recording secretary shall also be present.
- 8.3 All student representatives identified in subsection 7.1.5 will be undergraduate Arts students.
- 9.0 Duties of the ASEFC**
- 9.1 The Vice-President Academic of the AUS shall:
- 9.1.1 Chair the ASEFC meetings;
- 9.1.2 Set and distribute the agenda for ASEFC meetings and inform all members as to the dates and times of these meetings at least ten (10) working days in advance;
- 9.1.3 Advise and instruct all student members to ensure that they are able to perform their duties, in order that the ASEFC meetings are as efficient and effective as possible;



- 9.1.4 Report all ASEFC activities to the AUS Council, including providing a list of approved employment proposals to the AUS Council;
- 9.1.5 Present to the first AUS Council Meeting of October and February a description of the employment opportunities proposed and granted at that time;
- 9.1.6 Develop strategies to address various issues that may arise through the functioning of the ASEF and explore new employment opportunities that would be of benefit to both professors and students;
- 9.1.7 Be responsible for informing all professors in the Faculty of Arts at the beginning of each academic year of the ASEF, with special emphasis on the fact that they will be reimbursed one hundred per cent (100%) when they hire an undergraduate Arts student to assist them with their work.
- 9.2 The President shall:
  - 9.2.1 Assist the Vice-President Academic in his/her duties;
  - 9.2.2 Act as the liaison between employers, hired students, Dawson Hall, and CAPS to ensure that all employment opportunities are in fact serving the needs of the hired student.
- 9.3 The Associate Dean Academic shall:
  - 9.3.1 Contact new professors at the beginning of the academic year to draw their attention to the existence of the program and encourage these professors to advance academically based employment opportunities;
  - 9.3.2 Contact a list of all approved proposals granted by Special Funding of the AFEF;
  - 9.3.3 Report to the ASEFC on the functioning of the AFEF and its development from the point of view of Faculty members.
- 9.4 The Student Members-at-Large shall:
  - 9.4.1 Work in conjunction with the representative from CAPS in advertising employment opportunities for students. This would include contacting Departmental Student Association Presidents and other members of the AUS about the availability of job postings, and advertising the AFEF and WSPFA;
  - 9.4.2 Assist the VP Academic in providing information to all professors, directors, and administrators regarding the availability and functioning of the ASEF;
  - 9.4.3 Assist the Vice-President Academic and the President of the AUS in their duties as outlined above.
- 9.5 The Department Chair shall:
  - 9.5.1 Report on the use of funding by departments;
  - 9.5.2 Report on the function of ASEF at the Faculty Chairs and Directors meetings.
- 9.6 The Representative from CAPS shall:
  - 9.6.1 Advertise and promote the WSPFA and the available employment opportunities;
  - 9.6.2 Compile a list of all approved proposals made to the WSPFA;
  - 9.6.3 Provide information on the application and job assignment process.

## **10.0 Nomination Procedures**

- 10.1 The Associate Dean Academic shall select and appoint the Department Chair.
- 10.2 The Vice-President Academic shall select and appoint the Student Members-at-Large.
- 10.3 The Director of the Work Study Program shall appoint the Representative from CAPS.
- 10.4 All appointments made under subsection 9.2 must be ratified at the first regular meeting of the AUS Council held at the beginning of the academic year.

#### **11.0 Replacement of Members**

- 11.1 If for any reason, a Student Member-at-Large cannot continue his or her term, the VP Academic shall solicit applications and select and appoint a replacement.
- 11.2 If for any reason, the Department Chair cannot continue his or her term, the Associate Dean Academic shall solicit applications and select and appoint a replacement.

#### **12.0 Fund Finances**

- 12.1 The Fund shall be administered through two separate accounts. Twenty-five per cent (25%) of all monies and contributions made to the ASEF, which account for fifty per cent (50%) of all monies and contributions made to the AFEF, shall be deposited with Special Funds of the Faculty of Arts. Seventy-five per cent (75%) of all monies and contributions made to the ASEF, shall be deposited in the McGill Work Study Fund, to account for fifty per cent (50%) of the WSPFA.
  - 12.1.1 The Faculty of Arts shall provide the remaining fifty per cent (50%) of the AFEF.
  - 12.1.2 McGill University shall provide WSPFA with the remaining fifty per cent (50%).
- 12.2 Decisions regarding the allocation of monies and contributions made to the AFEF shall be made by Special Funds and are subject to the scrutiny of the ASEFC. Decisions regarding the allocation of monies and contributions made to the WSPFA shall be made by the coordinator of the McGill Work Study Program and are subject to the scrutiny of the ASEFC.
- 12.3 The collection of the Fund fees shall be as follows:
  - 12.3.1 Every student registered in an Undergraduate Arts program and registered for nine (9) credits or more shall contribute six dollars and fifty cents (\$6.50) per semester to the Fund.
  - 12.3.2 Every student registered in an Undergraduate Arts program and registered for less than nine (9) credits shall contribute one-half of the amount stipulated in 12.3.1 to the Fund.
  - 12.3.3 Every student registered in a Bachelor of Arts and Science program will contribute one-half of the amount stipulated in 12.3.1 or 12.3.2.
  - 12.3.4 The fees outlined in 12.3.1, 12.3.2 and 12.3.3 shall be collected by McGill University as part of the normal fee payment process, and shall be deposited in the accounts as detailed in 12.1.
  - 12.3.5 Students may choose to opt out of contributing towards the Fund provided they declare so expressly to the VP Communications of the AUS by the end of the regular course drop/add period each semester.
    - 12.3.5.1 The VP Communications shall be responsible for reimbursing students that have chosen to opt out of contributing

toward the Fund without cost to those who have chosen to opt out and within fifteen (15) days of the end of the opt out period.

- 12.3.5.2 Students who choose to opt out will be ineligible for employment opportunities funded by either WSPFA or the AFEF.
- 12.4 Monies and contributions to the ASEF shall be dispersed among the two funds as follows:
  - 12.4.1 All monies dispersed from the AFEF shall be directed only toward proposals made by newly appointed professors in the Faculty of Arts, to assist them in their teaching and research duties;
  - 12.4.2 All monies dispersed from the WSPFA shall be directed only toward proposals made by professors, directors, and administrators in the Faculty of Arts who hire undergraduate Arts students to assist them with academically based duties.
- 12.5 No monies shall be allotted for the support and upkeep of business of the ASEFC. Expenses incurred by members of the ASEFC for the legitimate business of ASEF, such as its promotion, shall be paid with funds from the ASEF Operating budget of the AUS, provided that the Vice-President Academic has approved these expenditures. The FASEF Operating Budget falls under the Vice-President Academic's general operating budget as approved by AUS Council.
- 12.6 In any given year, projects granted, and allocation made to professors, either through the AFEF or the WSPFA shall not exceed the total amount of the fund. Expenditures from the ASEF shall not be used to finance over-expenditures from previous years.
- 12.7 Surpluses shall remain in their respective funds to be used in following budgets.
  - 12.7.1 Neither the University, the Faculty of Arts, nor the Arts Undergraduate Society shall remove any of the surplus funds remaining in the ASEF in any given year.
  - 12.7.2 Should the University or the or the Faculty of Arts elect to reduce their funding to either the WSPFA or the AFEF, then the AUS may reduce its funding to the program by an equal amount.
  - 12.7.3 Monies withdrawn from either the AFEF or the WSPFA by the AUS as a result of a reduction in funding from either the Faculty of Arts or the University shall be placed in a separate temporary account and shall be administered by the Financial Management Committee.
- 12.8 Should the University or Faculty of Arts reduce or terminate their contributions to the several funds, then ASEF shall be subject to reconsideration by the AUS Council. The AUS Council may then recommend that the AUS terminate collection of the fees and return the program to referendum.
- 13.0 Cyclical Review of the Fund**
  - 13.1 The existence of the ASEF shall be put to referendum once every three (3) years, in accordance with 17.6 of the AUS Constitution.
  - 13.2 Every third year, and immediately following the presentation of the annual report, the VP Academic shall present a referendum motion to the AUS Council in accordance with 13.1.
- 14.0 Termination of the ASEF**
  - 14.1 The ASEF shall exist in perpetuity.

- 14.2 If the cyclical referendum of 13.1 is defeated, or if any spontaneous general referendum to the effect of terminating the ASEF is passed, then the following shall apply:
  - 14.2.1 The ASEFC shall be rendered obsolete and be dismissed;
  - 14.2.2 Any proposals made to the WSPFA or the AFEF, accepted by the Work-Study Program or Special Funds shall be honoured;
  - 14.2.3 Any outstanding fees that were assessed prior to the dismissal of the ASEF shall be deposited into the AFEF and WSPFA funds in proportional accordance with the 11.1 and 11.2;
  - 14.2.4 The Administration of the Fund finances shall remain with Special Funds of the Faculty of Arts and the Work-Study Program;
  - 14.2.5 The responsibility for overseeing the functioning of the program and the fund will be transferred to the trusteeship of the AUS Executive Committee who may delegate this function to a Trustee Committee or the AUS Financial Management Committee;
  - 14.2.6 The Trustee Committee or the Financial Management Committee shall administer the ASEF in agreement with these by-laws;
  - 14.2.7 Any actions to be taken by the Trustee or the Financial management Committee involving or leading to expenditures from Fund monies shall be ratified by a two-thirds majority of the AUS Council.
- 14.3 In the case of a referendum being passed to reinstate the ASEF, then:
  - 14.3.1 The responsibilities of the Trustee Committee or the Financial Management Committee to oversee the ASEF shall be rendered obsolete and terminate;
  - 14.3.2 The ASEFC shall be reinstated;
  - 14.3.3 Any proposals that were proposed to either the AFEF or the WSPFA, or approved and ratified by the AUS Council while the ASEF was under the supervision of the Trusteeship Committee or the Financial Management Committee, shall be honoured.
- 15.0 Coming Into Force**
  - 15.1 These by-laws shall come into force one week following the ratification of the AUS Work Study Program by the members of the Society in a referendum.
- 16.0 Interpretation**
  - 16.1 These by-laws shall be interpreted in a way consistent with the by-laws and Constitution of the AUS.
- 17.0 Amendments**
  - 17.1 Amendments to these by-laws must be ratified by a two-thirds majority of the AUS Council.

### **Appendix A – Guidelines for the Special Funds for Approval of Proposals made to the Faculty Employment Fund**

Newly Appointed professors are required to follow the guidelines provided below when formulating their proposals for subsidies from the Faculty of Arts:

1. Employment opportunities made available to Arts students must have as their basis an academic orientation and must be of assistance to the students in acquiring valuable career-related skills.
2. The work assigned to the employed student must be appropriate work for an Arts undergraduate student and the professor must be available to provide the necessary support to the employed student as he/she seeks to fulfill his/her duties.
3. Students employed by newly appointed professors must be undergraduate Arts students.
4. Students must have contributed to the Arts Student Employment Fund for the semester(s) during which they are employed. This may be verified by contacting the AUS VP Academic.
5. Newly appointed professors must not take the financial situation of the student into account when accepting or rejecting applicants for the position.

**Appendix B – Guidelines for the Work Study Program Coordinator for Approval of Proposals made to the Work Study Program of the Faculty of Arts**

The Coordinator of the Work Study Program is required to take the following into account when accepting or rejecting proposals made by professors, directors, or other McGill administrators for subsidised employment positions:

1. Employment opportunities made available to Arts students must have as their basis an academic orientation and must be of assistance to the students in acquiring valuable career-related skills.
2. The work assigned to the employed student must be appropriate work for an Arts undergraduate student and the professor must be available to provide the necessary support to the employed student as he/she seeks to fulfill his/her duties.
3. Students employed by newly appointed professors must be undergraduate Arts students.
4. Students must have contributed to the Arts Student Employment Fund for the semester(s) during which they are employed. This may be verified by contacting the AUS VP Academic.
5. Newly appointed professors must not take the financial situation of the student into account when accepting or rejecting applicants for the position.



**Arts Undergraduate Improvement Fund By-Laws  
As Amended by AUS Council on January 30, 2008**

**ARTICLE 1: DEFINITIONS**

- 1.1 The Arts Undergraduate Improvement Fund ("The Fund") is a fund composed of fees paid by Arts Undergraduate Students and of other contributors, whose sole and unique purpose is to add value to the resources normally provided by the university and used by Arts Students.
- 1.2 The Fund Committee ("AUIFC") is a committee of the Arts Undergraduate Society of McGill University ("AUS") that normally administers the Fund.
- 1.3 These by-laws govern both the Arts Undergraduate Improvement Fund and the Arts Undergraduate Improvement Fund Committee.

**ARTICLE 2: FUNCTION OF THE ARTS UNDERGRADUATE IMPROVEMENT FUND COMMITTEE**

- 2.1 The AUIFC shall coordinate the expenditure of the Fund monies in such a manner that it most benefits the AUS members in their university environment.
- 2.2 The AUIFC shall determine a list of project expenditure proposals in the way outlined in this document and shall present that list to AUS Council for ratification.
- 2.3 The AUIFC shall meet no later than the first (1st) week of March

**ARTICLE 3: MEMBERS OF THE COMMITTEE**

- 3.1 The AUIFC shall be composed of twenty-two (22) members as follows:
  - 3.1.1 The Vice-President Finance of the AUS ("VP Finance"), who shall be the chairperson of the AUIFC ("Chair");
  - 3.1.2 The Dean of the Faculty of Arts ("Dean");
  - 3.1.3 The Chairpersons of five (5) Arts departments to be selected by the Dean ("Department Chairs");
  - 3.1.4 The Vice-President Communications of the AUS ("VP Communications");
  - 3.1.5 Twelve (12) student representatives nominated by Department Student Associations recognised by the AUS, in accordance with the AUS bylaws;
  - 3.1.6 The McLennan Head Librarian;
  - 3.1.7 The Director of the Faculty of Arts Computer Laboratory (FACL);
- 3.2 All student representatives identified in 3.1 and its subsections shall be full-time undergraduate students.
- 3.3 The faculty (i.e. non-student) members may appoint another faculty member to represent them.

**ARTICLE 4: DUTIES OF THE COMMITTEE'S STUDENT MEMBERS**

- 4.1 The VP Finance shall:
  - 4.1.1 Chair the AUIFC meetings;
  - 4.1.2 Set and distribute the agenda for AUIFC meetings, and inform all members as to the dates and times for these meetings at least five (5) school days in advance;
  - 4.1.3 Coordinate all actions taken between meetings, and keep all members informed as to these actions;
  - 4.1.4 Advise and instruct all members, to ensure that they are able to perform their duties, and enable the AUIFC to be as effective as possible;
  - 4.1.5 Oversee the financial management of Fund accounts;
  - 4.1.6 Verify and channel the requisitions made as a result of approved AUIFC proposals;
  - 4.1.7 Verify that the previous year's purchases have been made;
  - 4.1.8 Take action in the event that purchases made in previous years are not used for their intended purposes;
  - 4.1.9 Report all AUIFC actions to the AUS Council, including budgeting, proposals, voting results, and expenditures;
  - 4.1.10 Present to the first regular AUS Council meeting of each November a description of the previous year's expenditures in the Funds accounts and publish that description in *The McGill Tribune* and/or *The McGill Daily*.
- 4.2 The VP Communications shall:
  - 4.2.1 Take the minutes of every AUIFC meeting, and make them available within one week of the meeting;
  - 4.2.2 Assist the VP Finance in overseeing Fund accounts;
  - 4.2.3 Prepare and distribute documents necessary for AUIFC meetings and prepare and distribute reports to the AUS Council.

4.3 The Department Student Representatives, in collaboration with the VP Finance, shall, on the behalf of all students of the Faculty of Arts:

4.3.1 Determine what project expenditure proposals would be appropriate and needed by the Arts Undergraduate Students;

4.3.2 Write up and present to the AUIFC members the proposals for the Faculty;

4.3.3 Verify and identify the purchases made through the Fund from the previous year to ensure that:

4.3.3.1 The project expenditure proposals have been acted upon as requested;

4.3.3.2 purchases are directly benefiting Arts Undergraduate Students;

4.3.4 If irregularities are found, promptly report them to the VP Finance, in agreement with 4.1.7 and 4.1.8.

#### **ARTICLE 5: NOMINATION PROCEDURES**

5.1 **Each** of the Department Student Associations shall submit one or more candidates to the VP Finance for committee membership consideration at least **seven (7)** days before the first AUIFC meeting.

5.2 In the case that some positions have no candidates submitted as outlined in 5.1, the VP Finance shall nominate suitable candidates;

5.3 All student representatives shall be appointed by the AUS Executive Committee from the candidates submitted in 5.1 and 5.2.

#### **ARTICLE 6: REPLACEMENT OF MEMBERS**

6.1 If a member cannot complete his or her term, he or she shall be replaced in a manner as follows:

6.1.1 The Dean and Department Chairs shall appoint replacements to represent themselves;

6.1.2 The AUS Executive Committee shall appoint a replacement for the VP Communications or the VP Finance, in accordance with AUS by-laws;

6.1.3 The VP Finance shall appoint replacements for the student representatives in consultation with the presidents of the department student association.

6.2 Appointments made under 6.1.2 and 6.1.3 must be ratified by the AUS Council.

#### **ARTICLE 7: VOTING PROCEDURE**

7.1 Each member of the AUIFC as defined in 3.1 shall have one vote on the AUIFC.

7.2 Quorum shall consist of eleven (11) members of the AUIFC, provided the Dean (or his or her representative), the VP Finance and the VP Communications are all in attendance.

7.3 A two-thirds majority is required for a project expenditure proposal to be accepted by the AUIFC, otherwise the proposal is rejected for the current year;

7.4 A Faculty-initiated proposal requires unanimous consent of the AUIFC, otherwise the proposal is rejected for the current year.

7.5 Proposals rejected in 7.3 and 7.4 may be resubmitted, with or without modifications in subsequent years.

7.6 AUIFC decisions to accept or reject expenditure proposals require ratification by a simple majority of the AUS Council.

#### **ARTICLE 8: FUND FINANCES**

8.1 The Fund shall consist of an account administered by the McGill Twenty-First Century Fund. All monies and contributions collected from students and other benefactors are to be deposited in this main account and administered by the Twenty-First Century Fund in accordance with these by-laws. Expenditures shall only be approved by the AUS Council, in consultation with the AUIFC.

8.2 The collection of Fund fees shall be conducted as follows:

8.2.1 Every student registered in an Undergraduate Arts program and registered for nine (9) credits or more shall contribute twenty-four dollars and fifty cents (\$24.50) per semester to the Fund.

8.2.2 Every student registered in an Undergraduate Arts program and registered for less than nine (9) credits shall contribute one-half of the amount stipulated in 8.2.1 to the Fund.

8.2.3 Every student registered in a Bachelor of Arts and Science program will contribute one-half of the amount stipulated in 8.2.1 or 8.2.2.

8.2.4 The fees outlined in 8.2.1, 8.2.2, and 8.2.3 shall be collected by McGill University as part of the normal fee payment process, and shall be deposited in the account as detailed in 8.1.

8.2.5 Students may choose to opt out of contributing towards the Funds per the policy set by the University



8.3 For a given year, the gross amount available for allocation ("gross amount") shall consist of the sum of the collected fees as outlined in 8.2.1 and 8.2.2, less the fees returned as outlined in 8.2.5, as well as the monies not spent in the previous year(s), if any.

8.4 The gross amount outlined in 8.3 shall be allotted in the following manner:

8.4.1 An appropriate amount shall be set aside for the purchase of identification plaques that shall read "*Gift of the Arts Undergraduate Society*". These plaques shall be placed in a reasonably prominent way (i.e. in clear view of the user), without causing damage.

8.4.2 A sum of no less than forty per cent (40%) of the gross amount shall be reserved for project expenditure proposals solicited directly from FACL.

8.4.2.1 Project expenditure proposals for FACL must be received by the AUIFC by the third week of **February** and shall only be accepted if they are deemed acceptable from year to year by the AUIFC and the AUS Council, in accordance with these bylaws.

8.4.3 A sum of four percent (4%) of the gross amount shall be reserved for the Fine Arts Fund to be administered by the Fine Arts Council in accordance with the AUS Fine Arts Council bylaws.

8.4.3.1 This sum shall be released to the Fine Arts Council at the end of the opt out period.

8.4.4 A sum of three percent (3%) of the gross amount shall be reserved for the Arts Internship Office to be administered as per the AUS Arts Internship bylaws.

8.4.4.1 This sum shall be released to the Arts Internship Office at the end of the opt-out period.

8.4.5 The net amount remaining after subtracting amounts allocated in 8.4.1, 8.4.2, 8.4.3 and 8.4.4 from the gross amount in 8.3 ("net amount") shall be allotted in a manner that is appropriate for students in the Faculty of Arts.

8.4.5.1 Any amount not spent on FACL proposals as intended in 8.4.2 shall be available for consideration of other project expenditure proposals by the AUIFC.

8.4.5.2 As the AUIFC considers spending options for the net amount, it shall maintain a particular focus on the needs of student tools and resources in the McLennan Library.

8.4.5.3 Project expenditure proposals for the net amount remaining, as defined by 8.4.5 and 8.4.5.1 must be received by the AUIFC by **February 25<sup>th</sup>**.

8.5 No money shall be allotted for the support, upkeep, or business of the Fund. Expenses incurred by members of the AUIFC for the legitimate business of the Fund, such as its promotion, shall be paid for with funds from the AUIFC Operating Budget of the AUS as approved by the AUS Council, provided that these expenses have been authorized by the VP Finance.

8.6 Fund monies shall be used only to add value to the tools and resources in the Faculty of Arts and at McGill University which are used by Arts Undergraduate Students.

8.6.1 One-time installation or set up fees can be included as part of the project expenditure proposal.

8.6.2 Expenditures from the Fund shall not be used to finance deficits of any kind.

#### **ARTICLE 9: CYCLICAL REVIEW OF THE FUND**

9.1 The existence of the Fund fees shall be put to referendum every three years.

9.2 Every third year, and immediately following the presentation of the annual report outlined in 4.1.10, the VP Finance shall present a referendum motion to the AUS Council in accordance with 9.1.

#### **ARTICLE 10: TERMINATION OF THE FUND**

10.1 The Fund shall exist in perpetuity.

10.2 If the cyclical referendum of 9.1 is defeated, or if any spontaneous general referendum to the effect of terminating the Fund fees is passed, then the following shall apply:

10.2.1 The AUIFC shall be rendered obsolete and dismissed;

10.2.2 Any proposals that were proposed by the AUIFC and duly ratified by AUS Council prior to the dismissal of the Fund fees shall be honoured.

10.2.3 Any outstanding fees that were assessed prior to the dismissal of the Fund shall be deposited into the Fund account.

10.2.4 The administration of the Fund shall be transferred to the trust of the AUS Executive Committee, who may delegate this function to a Trustee Committee ("trustee").

10.2.5 The trustee shall administer the Fund in agreement with Articles 2 and 8.

10.2.6 Any actions to be taken by the trustee involving or leading to the expenditure of Fund monies shall be ratified by a two-thirds majority of the AUS Council.

10.3 A general referendum must be passed to reinstate the Fund fees in the case that the Fund fees had previously been suspended as outlined in 10.2.

10.4 In the case of a passing referendum as outlined in 10.3, then:

10.4.1 The trusteeship defined in 10.2.4 shall be rendered obsolete and terminated;

10.4.2 The AUIFC shall be reinstated;

10.4.3 Any proposals that were proposed by the trustee and duly ratified by the AUS Council prior to the reinstatement of the Fund shall be honoured.

#### **ARTICLE 11: SUPERCEDING CLAUSE**

11.1 This document completely supercedes any anterior version of the Fund by-laws or the Fund Committee by-laws.

#### **ARTICLE 12: COMING INTO FORCE**

12.1 These by-laws shall come into force on February 8, 1995, except for 8.2.1 and 8.2.2 which shall come into force following the passing at the next general referendum of a question to the effect of establishing the fees as stipulated in this document.

#### **ARTICLE 13: INTERPRETATION**

13.1 These by-laws shall be interpreted in a way consistent with the by-laws and Constitutions of the AUS.

#### **ARTICLE 14: AMENDMENTS**

14.1 Amendments to Article 2, Article 8.2.1, 8.2.2 and 8.2.3 and Article 14.1 must be approved AUS Council and ratified by general referendum.

14.2 Amendments to sections other than those specified in 14.1 must be approved by AUIFC and ratified by a two-thirds majority of the AUS Council.



2010/01/07

Arts Undergraduate Society of McGill  
3855-B Sherbrooke Street East local 12  
Montréal  
QC CAN  
H1X 2A3

**(Commercial Insurance Policy No. 3370638 )  
( AON PARIZEAU INC. 290527 )**

Dear Sir/Madam:

AXA Assurances not only offers you a wide range of commercial products, but can also provide policies to cover your needs for Automobile and Home Insurance, Specialty Lines, Surety, Life Insurance and Financial Services. As a unified team AXA Assurances employs as much as 1,400 people in Québec whose priority is to provide excellent service to its insureds.

It is therefore, with pleasure that we are sending you your Commercial Insurance policy underwritten. As you can see that all measures were taken to make your policy as clear as possible. Your contract has been divided into three sections: General Conditions, Standard Policy Wordings and Special Conditions.

The "**General Conditions**" personalizes your insurance contract in two ways: it states the information that you have provided us by which your contract has been created and it clearly describes the coverages that will protect you in case of a loss. **If you find that there is missing information or errors, we ask that you advise us immediately. Coverage is provided only for those sections and coverages where a specific limit of insurance or a specific indication is noted in the General Conditions.**

The "**Standard Policy Wordings**" describe the coverage, extensions, exclusions and conditions of your policy. Unless otherwise indicated in the General Conditions, all the clauses and provisions apply.

Finally, the "**Special Conditions**" set forth the legal conditions of the policy. Based on the Québec Civil Code, it contains **important information** which we strongly suggest you read.





**In the case of a loss**

In the case of a loss during normal business hours, please contact us immediately. If, however, an urgent situation occurs outside hours or during a statutory holiday, please call AXA Assurances directly at: **(514) 282-1914**, or outside the Montréal region, at **1 800 361-4330**.

The Claims Department of AXA Assurances is pleased to be at your service at all times.

We are pleased to count you amongst our insureds. It is in the spirit of always offering you the utmost service we pledged to work with AXA Assurances to better respond to your insurance needs. Please do not hesitate to contact us if you require any further information.

Yours truly,

Your broker

Encl. (1)





**GENERAL INFORMATION**

**Object of document:** NEW BUSINESS

**Insured:**  
**Name of Insured:** Arts Undergraduate Society of McGill

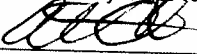
**Address:** 3855-B Sherbrooke Street East local 12  
Montréal  
QC  
H1X 2A3

**Policy Period:** From 2009/11/13 to 2010/11/13 exclusively  
12:01 A.M. local time at the Insured's postal address shown above.

**Point of sale:** AON PARIZEAU INC.  
290527

**Total Premium:** 3 200 \$

The present policy is not valid unless it is countersigned

  
Authorized representative

**Marie-Chantale Chartrand**

Printed 2010/01/07

LG00998

Insurance is provided only for those coverages for which forms are attached and a special amount of insurance is stated

In accepting the present policy, the Insured and the Beneficiary, if any, recognize as cancelled, as from the effective date of this policy, the previous policies stated in the Declarations which are replaced by this policy, including all renewals attaching thereto.  
 Les parties au présent contrat ont spécifiquement requis que ce dernier soit rédigé en langue anglaise. The parties specifically requested that the present contract be drafted in the English language.  
 In witness whereof the Chairman of the Board and Chief Executive Officer and the President and Chief Operating Officer have signed these presents.



Chairman of the Board



President and  
 Chief Executive Officer

**TRANSFER - WAIVER - CANCELLATION**

**Transfer** : for value received, I hereby, transfer and surrender to: \_\_\_\_\_ Address \_\_\_\_\_  
 New Owner \_\_\_\_\_ Address \_\_\_\_\_  
 Mortgagee \_\_\_\_\_ Address \_\_\_\_\_  
 all my rights, titles and interest in this Policy, as well as all advantages resulting therefrom.

The Insurer accepts the above transfer, subject to the terms, provisions and conditions of said Policy and Endorsements attached thereon, but if the transfer is effected in favor of a Mortgagee or as a subsidiary guarantee, the insurance under this Policy will remain in the name of the Insured and in case of loss, indemnity will be payable to the Beneficiary, as per his interests.

**PERSON AUTHORIZED FOR THIS PURPOSE**

**Waiver of Interest** : I hereby declare having no further interest in this Policy.  
**Cancellation** : In consideration of a return premium, if any, this Policy and Renewal (if any) are cancelled and surrendered to the Insurer.

In force			Cancellation method		Reason	New policy no. if replaced	Return premium (\$)
Day	Month	Year	S/E	P/R			

\_\_\_\_\_ Mortgagee \_\_\_\_\_ Insured

**SHORT RATE CANCELLATION TABLE (% of premium to return)**

Applicable only to policies with a 12-month term

Policy period		Policy period		Policy period		Policy period		Policy period		Policy period	
(Days)	Return %	(Days)	Return %	(Days)	Return %	(Days)	Return %	(Days)	Return %	(Days)	Return %
1	95	37 - 40	79	95 - 98	63	154 - 156	47	219 - 223	31	292 - 296	15
2	94	41 - 43	78	99 - 102	62	157 - 160	46	224 - 228	30	297 - 301	14
3 - 4	93	44 - 47	77	103 - 105	61	161 - 164	45	229 - 232	29	302 - 305	13
5 - 6	92	48 - 51	76	106 - 109	60	165 - 167	44	233 - 237	28	306 - 310	12
7 - 8	91	52 - 54	75	110 - 113	59	168 - 171	43	238 - 241	27	311 - 314	11
9 - 10	90	55 - 58	74	114 - 116	58	172 - 175	42	242 - 246	26	315 - 319	10
11 - 12	89	59 - 62	73	117 - 120	57	176 - 178	41	247 - 250	25	320 - 323	09
13 - 14	88	63 - 65	72	121 - 124	56	179 - 182	40	251 - 255	24	324 - 328	08
15 - 16	87	66 - 69	71	125 - 127	55	183 - 187	39	256 - 260	23	329 - 332	07
17 - 18	86	70 - 73	70	128 - 131	54	188 - 191	38	261 - 264	22	333 - 337	06
19 - 20	85	74 - 76	69	132 - 135	53	192 - 196	37	265 - 269	21	338 - 342	05
21 - 22	84	77 - 80	68	136 - 138	52	197 - 200	36	270 - 273	20	343 - 346	04
23 - 25	83	81 - 83	67	139 - 142	51	201 - 205	35	274 - 278	19	347 - 351	03
26 - 29	82	84 - 87	66	143 - 146	50	206 - 209	34	279 - 282	18	352 - 355	02
30 - 32	81	88 - 91	65	147 - 149	49	210 - 214	33	283 - 287	17	356 - 360	01
33 - 36	80	92 - 94	64	150 - 153	48	215 - 218	32	288 - 291	16	361 - 366	00



**LOCATION**

**Address:** 855 Sherbrooke Street West local B12  
 Montréal  
 QC  
 H3A 2T7

**Occupancy:** Students association and convenience store

**Theft alarm system:** n/a

**Loss, if any, will be payable to:**

The Insured

Insurance objects	Products	Form No. & Edition (MMYY)	Repl. cost	Coins %	Deduct \$	Amount \$	Prem. \$
Contents	Broad Form including theft	IM-1 (1008)	yes	90	1 000	45 000	
Building and/or contents	Extensions of Coverage Building and/or Contents	IM-2 (0609)					

**Other clauses**

Data Exclusion Property	IM-500 (0302)
Terrorism Exclusion Property	IM-600 (0402)
Fungi and Fungal Derivatives Exclusion Property	IM-700 (0403)

**COMMERCIAL LIABILITY**

Insurance objects	Products	Form No. & Edition (MMYY)	Deduct \$	Amount \$	Prem. \$
<b>Commercial GL</b>	<b>CIVICA STANDARD</b>	<b>CGL-30 (0209)</b>			
Coverage A	Bodily Injury and Property Damage			2 000 000	
	Property Damage Deductible		1 000		
Coverage B	Personal and Advertising Injury			2 000 000	
Coverage C	Medical Payments			25 000	
Coverage D	Tenant's Legal Liability		500	500 000	
General Limit	Coverages A and C			2 000 000	
Aggregate Limit	Coverage A - Products-Completed Operations Hazard (PCO)			2 000 000	
General Aggregate Limit	Coverages A (other than PCO), B and C				n/a
	<b>CIVICA SUPREME</b>	<b>CGL-32 (0209)</b>			
	Fungi or Spores - PCO Hazard			500 000	
	Financial Loss			25 000	
	Property Damage to Employees			2 500	25 000
	Penal Defense Costs			10 000	25 000
	Employee Benefit Programs Liability	LI-7 (0904)	1 000	1 000 000	
	Employment Practices Liability	CGL-9 (1107)	1 000	25 000	
	Elevator Collision	CGL-13 (1107)		50 000	
	Standard Non-Owned Automobile Policy (Quebec)	LI-6 (0607)	n/a	2 000 000	

Premises, property and operations	Type of premium	Basis	Rate	Premium \$
Students association and convenience store excluding 'Frosh' activity and contest/game of over-drinking alcohol.	Flat	n/a	n/a	n/a

Minimum premium:

**Other clauses**

Additional insured	BE-01	
Non-Owned Automobile Policy (Québec)	LI-6	(0607)
Employee Benefit Programs Liability Insurance	LI-7	(0904)
Elevator Collision	CGL-13	(1107)
CIVICA Supreme - Extensions of coverage	CGL-32	(0209)
Limitation of Coverage to Designated Premises and Operations	CGL-60	(1107)

Employment Practices Liability Insurance

CGL-9 (1107)

**GENERAL CONDITIONS**

General conditions

GC-1 (0908)

Special Conditions Standard Mortgage Clause

DP-1A (0903)

**EXTENSIONS OF COVERAGE****IM-2 EXTENSIONS OF COVERAGE BUILDING AND/OR CONTENTS**

If for any extension there is coverage more specifically provided,  
then only the specific coverage shall apply.

Accounts Receivable	\$ 25 000 for any one loss
Brands and Labels	\$ 25 000 for any one loss
Building Damage by Theft	\$ 10 000 for any one loss
By-Laws	Included
Consequential Damage	\$ 50 000 for any one loss
Debris removal	10% of the amount of insurance applicable to Building and/or Contents
Exhibition	\$ 10 000 for any one loss
Extra Expense	\$ 25 000 for any one loss
Fire Department Service Charge	\$ 25 000 for any one loss
Fire Suppression Recharge	\$ 25 000 for any one loss
Glass	Included
Growing Plants, Trees or Shrubs	\$ 1 000 per item maximum \$ 25 000 for any one loss
Installation	\$ 10 000 for any one loss
Land and Water Pollution Clean Up	\$ 25 000 for any one loss
Locks and Keys	\$ 2 500 for any one loss
Newly Acquired Locations	\$ 500 000 for Building \$ 500 000 for Contents maximum 60 days
Off-Premises Service Interruption	\$ 25 000 for any one loss
Office Computers	\$ 25 000 for any one loss
Peak Season	25% of the amount of insurance applicable to Contents maximum 60 consecutive days
Personal Property of Officers and Employees	\$ 1 000 per person maximum \$ 25 000 for any one loss
Professional Fees	\$ 25 000 for any one loss
Property at Temporary Locations	\$ 10 000 for any one loss
Property in the Custody of Representatives	\$ 5 000 per representative maximum \$ 25 000 for any one loss
Sidewalk Sales	\$ 25 000 for any one loss
Signs	\$ 10 000 for any one loss
Transit	land transit : \$ 10 000 for any one loss parcel post : \$ 10 000 for any one loss
Valuable Papers and Records	\$ 25 000 for any one loss



Words and phrases in bold have special meaning as defined in the Definitions Section.

### 1. INDEMNITY AGREEMENT

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In the event that any of the Property Insured be lost or damaged by the Perils Insured against, the Insurer will indemnify the Insured against the direct loss so caused to an amount not exceeding whichever is the least of:

- (a) the actual cash value of the property at the time of loss or damage;
- (b) the interest of the Insured in the property;
- (c) the amount of insurance specified in the Declarations Page in respect of the property lost or damaged.

Provided, however, that where the insurance applies to the property of more than one person or interest, the Insurer's total liability for loss sustained by all such persons and interests shall be limited in the aggregate to the amount or amounts of Insurance specified in the Declarations Page.

### 2. PROPERTY INSURED

---

- (a) This Form insures the following property but only those items for which an amount of insurance is specified in the Declarations Page:

**BUILDING**  
**EQUIPMENT**  
**STOCK**

The above insurance applies only while such property is at the location(s) specified in the Declarations Page part or in or on vehicles within one hundred (100) meters of such location.

- (b) This Form also insures **equipment** and **stock**, but only those items for which an amount of insurance is specified on the Declarations Page:

TEMPORARY LOCATIONS: **equipment** and **stock** other than at a specified location except while in transit, but there shall be no liability under this item at any location owned, rented or controlled in whole or in part by the Insured.

PARCEL POST: **equipment** and **stock** in any one package in course of transit by Canada Post parcel post.

This insurance applies only while the described property is within Canada and the continental United States (excluding Alaska).

### 3. PROPERTY EXCLUDED

---

This Form does not insure loss of or damage to:

- (a) sewers, drains or watermains located beyond the outside bearing walls or foundations of the Property Insured, but this exclusion does not apply to loss or damage caused directly by **named perils**;
- (b) outside communication towers, antennas (including satellite receivers) and equipment attached thereto, street clocks, exterior signs, but this exclusion does not apply to loss or damage caused directly by **named perils**;
- (c) property at locations which, to the knowledge of the Insured, are vacant, unoccupied or shut down for more than thirty (30) consecutive days;
- (d) growing plants, trees, shrubs or flowers in the open except as provided in paragraph 7. (a) (v) of the Extensions of Coverage;
- (e) animals, birds or fish, but this exclusion does not apply to loss or damage caused directly by **named perils**, or theft or attempt thereat;
- (f) money, bullion, platinum and other precious metals and alloys, securities, stamps, tickets and tokens, evidences of debt or title;
- (g) automobiles, watercraft, amphibious or air cushion vehicles, aircraft spacecraft, trailers, motors or other accessories attached to or mounted on such property, but this exclusion shall not apply to watercraft, amphibious or air cushion vehicles held for sale, unlicensed automobiles or unlicensed trailers used in the business of the Insured when on the **premises** of the Insured;
- (h) furs, fur garments, jewels, jewelry, costume jewelry, watches, pearls, precious and semi-precious stones but this exclusion does not apply to:
  - (i) the first \$1 000 of any loss insured herein;
  - (ii) any loss or damage caused directly by **named perils**;
- (i) Property Insured under the terms of any Marine Insurance, and property while waterborne, except while on a regular ferry or railway car transfer in connection with land transportation;

- (j) property on loan or on rental or sold by the Insured under conditional sale, instalment payment or other deferred payment plan, from the time of leaving the Insured's custody, but this exclusion does not apply while such property is in the custody of a carrier for hire for the purpose of delivery at the risk of the Insured;
- (k) property in the custody of a sales representative outside the **premises** of the Insured;
- (l) property illegally acquired, kept, stored or transported; property seized or confiscated for breach of any law or by order of any public authority.

#### 4. PERILS INSURED

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This Form, except as herein provided, insures against all risks of direct physical loss of or damage to the Property Insured.

#### 5. PERILS EXCLUDED

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This Form does not insure against loss or damage caused directly or indirectly:

- (a) to electrical devices, appliances or wiring by artificially generated electrical currents, including arcing, unless fire or explosion ensues and then only for such ensuing loss or damage, provided such perils are not otherwise excluded in this Form;
  - (b) (i) to any pressure vessel having normal internal working pressure greater than one hundred and three (103) kilopascals (fifteen (15) pounds per square inch) above atmospheric pressure;
  - (ii) to any boiler, including the piping and **equipment** connected thereto, which contains steam or water under steam pressure (except tanks having an internal diameter of six hundred and ten (610) millimeters (twenty-four (24) inches) or less used for the storage of hot water for domestic use);  
by explosion, rupture, bursting, cracking, burning out or bulging of such property while connected ready for use, but this exclusion does not apply to:
    - manually portable gas cylinders;
    - explosion of natural, coal or manufactured gas;
    - explosion of gas or unconsumed fuel within a furnace or within the gas passages therefrom to the atmosphere;
  - (c) to **buildings** by:
    - (i) snowslide, landslide, subsidence or other earth movement, except for ensuing loss or damage which results directly from fire, explosion, smoke or **leakage from fire protective equipment**;
    - (ii) explosion (except with respect to explosion of natural, coal, or manufactured gas), collapse, rupture, bursting, cracking, burning out or bulging of the following property owned, operated or controlled by the Insured, unless fire ensues and then only for the loss or damage caused directly by such ensuing fire:
      - (1) the portions containing steam or water under steam pressure of all boilers generating steam, and piping or other **equipment** connected to said boilers and containing steam or water under steam pressure;
      - (2) piping and apparatus or parts thereof normally containing steam or water under steam pressure from an external source and while under such pressure;
      - (3) other vessels and apparatus and pipes connected therewith while under pressure, or while in use or in operation provided their maximum normal internal working pressure exceeds one hundred and three (103) kilopascals (fifteen (15) pounds per square inch) above atmospheric pressure but this exclusion does not apply to loss or damage resulting from the explosion of manually portable gas cylinders or of tanks having an internal diameter of six hundred and ten (610) millimeters (twenty-four (24) inches) or less used for the heating and storage of hot water for domestic use;
      - (4) moving or rotating machinery or parts thereof;
      - (5) any vessels and apparatus and pipes connected therewith while undergoing pressure test but this exclusion does not apply to other Property Insured hereunder that has been damaged by such explosion;
      - (6) gas turbines;
    - (iii) settling, expansion, contraction, moving, shifting or cracking unless concurrently and directly caused by a peril not otherwise excluded in this Form;
  - (d) by earthquake, except for ensuing loss or damage which results directly from fire, explosion, smoke or **leakage from fire protective equipment**, provided such perils are not otherwise excluded in this Form;
  - (e) by flood, including waves, tides, tidal waves, and the rising of, the breaking out or the overflow of, any body of water, whether natural or man-made, but this exclusion does not apply to ensuing loss or damage which results directly from fire, explosion, smoke or **leakage from fire protective equipment** or from a watermain, provided such perils are not otherwise excluded in this Form;
- Exclusions (d) and (e) do not apply to property in transit.
- (f) (i) by seepage, leakage or influx of water derived from natural sources through basement walls, doors, windows or other openings therein, foundations, basement floors, sidewalks, sidewalk lights, or by the backing up of sewers, sumps, septic tanks or drains, unless concurrently and directly caused by a peril not otherwise excluded in this Form;

- (ii) by the entrance of rain, sleet or snow through doors, windows, skylights or other similar wall or roof openings unless through an aperture concurrently and directly caused by a peril not otherwise excluded in this Form;
- (g) by centrifugal force, mechanical or electrical breakdown or derangement in or on the **premises**, unless fire ensues and then only for the loss or damage caused directly by such ensuing fire;
- (h) by dampness or dryness of atmosphere, changes of temperature, freezing, heating, shrinkage, evaporation, loss of weight, leakage of contents, exposure to light, contamination, change in color or texture or finish, rust or corrosion, marring, scratching or crushing, but this exclusion does not apply to loss or damage caused directly by a specified peril, rupture of pipes or breakage of apparatus not excluded under paragraph (b) above, theft or attempt thereof or accident to transporting conveyance provided such perils are not otherwise excluded in this Form. Damage to pipes caused by freezing is insured provided such pipes are not excluded in paragraph (b) above;
- (i) by smoke from agricultural smudging or industrial operations;
- (j) by rodents, insects or vermin, but this exclusion does not apply to loss or damage caused directly by a peril not otherwise excluded in this Form;
- (k) by delay, loss of market or loss of use or occupancy;
- (l) by any dishonest or criminal act on the part of the Insured or any other party of interest, employees or agents of the Insured, or any person to whom the property may be entrusted (bailees for hire excepted), but this exclusion does not apply to physical damage, caused directly by employees of the Insured, which results from a peril otherwise insured and not otherwise excluded under this Form;

Nor does this Form insure:

- (m) loss or damage sustained by **equipment** or **stock** while actually being worked upon and directly resulting therefrom or caused by any repairing, adjusting or servicing of **equipment** or **stock**, unless fire or explosion ensues and then only for the loss or damage caused by such ensuing fire or explosion;
- (n) loss or damage directly or indirectly, proximately or remotely, arising in consequence of or contributed to by the enforcement of any by-law, regulation, ordinance or law regulating zoning or the demolition, repair or construction of **buildings** or structures, which by-law, regulation, ordinance or law makes it impossible to repair or reinstate the property as it was immediately prior to the loss;
- (o) wear and tear, gradual deterioration, latent defect, inherent vice, or the cost of making good faulty or improper material, faulty or improper workmanship, faulty or improper design, provided, however, to the extent otherwise insured and not otherwise excluded under this Form, resultant damage to the property is insured;
- (p) mysterious disappearance;
- (q) shortage of **equipment** or **stock** disclosed on taking inventory;
- (r) disturbance or erasure of electronic recordings by electric or magnetic injury except by lightning.

## 6. POLLUTION EXCLUDED

This Form does not insure against:

- (a) loss or damage caused directly or indirectly by any actual or alleged spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of pollutants, nor the cost or expense of any resulting clean up, but this exclusion does not apply:
  - (i) if the spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of pollutants is the direct result of a peril not otherwise excluded under this Form;
  - (ii) to loss or damage caused directly by a peril not otherwise excluded under this Form;
- (b) cost or expense for any testing, monitoring, evaluating or assessing or an actual, alleged, potential or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of **pollutants**.

## 7. EXTENSIONS OF COVERAGE

- (a) The following Extensions of Coverage shall not increase the amounts of insurance applying under this Form and are subject to all conditions of this Form.
  - (i) **Removal:**  
If any of the Property Insured is necessarily removed from the location(s) specified herein to prevent loss or damage or further loss or damage thereto, that part of the insurance under this Form that exceeds the amount of the Insurer's liability for any loss already incurred shall, for seven (7) days only, or for the unexpired term of the Policy if less than seven (7) days, insure the property removed and any property remaining in the location(s) specified herein in the proportions which the value of the property in each of the respective location(s) bears to the value of the property in them all.
  - (ii) **Debris Removal:**  
The Insurer will indemnify the Insured for expenses incurred in the removal from the **premises** of debris of the Property Insured, occasioned by loss or damage to such property, for which loss or damage insurance is afforded under this Form or in the removal of debris or other property which is not insured by this Form but which has been blown by windstorm upon the **premises**.

This extension does not apply to costs or expenses:

- (1) to **clean up pollutants** from land or water; or
- (2) for testing, monitoring, evaluating or assessing of an actual, alleged, potential, or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of **pollutants**.

Debris removal expenses shall not be considered in the determination of actual cash value for the purpose of applying co-insurance clause.

(iii) **Personal Property of Officers and Employees:**

At the option of the Insured, **equipment** also includes Personal Property of Officers and Employees of the Insured. The insurance on such property:

- (1) shall not attach if it is insured by the owner unless the Insured is obliged to insure it or is liable for its loss or damage;
- (2) is, in any event, limited to a maximum recovery of \$250 in respect of any one officer or employee;
- (3) shall apply only to loss or damage occurring at a location specifically described in the Declarations Page or included in Newly Acquired Location.

(iv) **Building Damage by Theft:**

This Form is extended to insure damage (except by fire) to that part of a building occupied by the Insured directly resulting from theft or any attempt thereat and from vandalism or **malicious acts** committed on the same occasion, provided the Insured is the owner of such building or is liable for such damage and the building is not otherwise insured hereunder. This extension of coverage shall be limited to a maximum recovery of \$2 500 in respect of any one loss.

(v) **Growing Plants, Trees, Shrubs or Flowers in the Open:**

This Form is extended to insure loss or damage to growing plants, trees, shrubs or flowers in the open caused directly by **named perils** (with the exception of windstorm or hail, as described in the **named perils**) or from theft or attempt thereat. This extension of coverage shall be limited to a maximum recovery of \$500 for each growing plant tree, shrub or flower in the open including debris removal expense.

(vi) **Newly Acquired Location:**

This Form is extended to insure **building and contents** at any newly acquired location that is owned, rented or controlled by the Insured in whole or in part or in vehicles within one hundred (100) meters of such location. This limit of insurance attaches at the time of the acquisition and extends for a period of thirty (30) days or to the date of endorsement of this Form adding such location, whichever first occurs. This extension of coverage shall be limited to a maximum recovery of \$250 000 for **building** and \$100 000 for **contents** in respect of any one loss.

(vii) **Other Transit:**

This Form is extended to insure **content** in land transit other than by parcel post. This extension of coverage shall be limited to a maximum recovery of \$5 000 in respect of any one loss.

(viii) **Replacement Cost Endorsement:**

This clause applies only if indicated in the Declarations Page.

- (1) The Insurer agrees to amend the basis of settlement from actual cash value to replacement cost subject to the following provisions:
  - a. replacement shall be effected by the Insured with due diligence and dispatch;
  - b. replacement shall be on the same site or an adjacent site;
  - c. settlement on a replacement cost basis shall be made only when replacement has been effected by the Insured and in no event shall it exceed the amount actually and necessarily expended for such replacement;
  - d. failing compliance by the Insured with any of the foregoing provisions, settlement shall be made as if this endorsement had not been in effect;
  - e. any other insurance effected by or on behalf of the Insured in respect of the Perils Insured against by this Policy on the property to which this endorsement is applicable shall be on the basis of replacement cost as defined herein;
- (2) Any reference to actual cash value in a co-insurance clause in this Policy is deemed to be a reference to replacement cost of the Property Insured.
- (3) In this extension;
  - a. replacement cost means the cost of replacing, repairing, constructing or re-constructing (whichever is the least) the property on the same site with new property of like kind and quality and for like occupancy without deduction for depreciation; and
  - b. replacement includes repair, construction or re-construction with new property of like kind and quality.
- (4) In the event new property of like kind and quality is not obtainable, new property which is as similar as possible to that damaged or destroyed and which is capable of performing the same function shall be deemed to be new property of like kind and quality for the purposes of this endorsement.



(5) Exclusions

This extension does not apply to:

- a. **stock**;
- b. patterns, dies, moulds;
- c. paintings, etchings, pictures, tapestries, statuary, marbles, bronzes, antique furniture, rare books, antique silver, porcelain, rare glassware, bric-à-brac or other articles of art, rarity or antiquity;
- d. manuscripts and records meaning books of account, drawings, card index systems and other records, media, data storage devices, and programme devices for electronic and electro-mechanical data processing or for electronically controlled **equipment**;
- e. any increase in the cost of replacement occasioned by a restriction or prohibition in any by-law, regulation, ordinance or law.

(b) Inflation Protection

- (i) If there is a loss insured by this Policy, the amount of insurance applicable to **building** shown on the Declarations Page shall be increased by an amount which is solely attributable to the inflation increase since the inception date of this policy, the latest renewal or anniversary date or from the date of the most recent change to the amount of insurance shown on the Declarations Page, which ever is the latest.
- (ii) If the Policy insures two (2) or more **buildings**, the foregoing shall apply separately to each.

**8. LIMITATIONS**

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(a) Deductible

The Insurer is liable for the amount by which the loss or damage caused by any of the Perils Insured against exceeds the amount of the deductible specified in the Declarations Page in any one occurrence.

(b) Co-insurance

This clause applies separately to each item for which a co-insurance percentage is specified in the Declarations Page.

The Insured shall maintain insurance concurrent with this Form on the Property Insured to the extent of at least the amount produced by multiplying the actual cash value of the property by the co-insurance percentage specified in the Declarations Page, and, failing to do so, shall only be entitled to recover that portion of any loss that the amount of insurance in force at the time of loss bears to the amount of insurance required to be maintained by this clause.

This clause shall not be held to apply where the total loss does not exceed \$10 000.

(c) Tenant's Improvements

The liability of the Insurer shall be determined as follows:

- (i) if repaired or replaced with due diligence and dispatch, the amount actually and necessarily expended but in no event exceeding the actual cash value of the tenant's improvements immediately prior to the time of destruction or damage;
- (ii) if not repaired or replaced with due diligence and dispatch after such loss, that portion of the original cost of the damaged or destroyed tenant's improvements which the unexpired term of the lease at the time of loss bears to the period(s) from the date(s) such tenant's improvements were made to the expiration date of the lease.

(d) Records

The liability of the Insurer for loss or damage to:

- (i) books of account, drawings, card index systems and other records, other than as described in (ii) below, shall not exceed the cost of blank books, blank pages or other materials, plus the cost of labor for actually transcribing or copying said records;
- (ii) media, data storage devices, and program devices for electronic and electro-mechanical data processing or for electronically controlled **equipment**, shall not exceed the cost of reproducing such media, data storage devices, and program devices from duplicates or from originals of the previous generation of the media, but no liability is assumed hereunder for the cost of gathering or assembling information or data for such reproduction.

Whichever of the above is applicable shall be the basis to be adopted for the purpose of applying co-insurance.

**9. VALUATIONS**

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For the purpose of calculating the total value of the property for the application of co-insurance, for value reporting and for loss adjustment the following Valuation basis applies:

- (a) on unsold **stock**, the actual cash value of the property at the time any loss occurs, but in no event to exceed what it would cost to repair or replace with material of like kind and quality;
- (b) on sold **stock**, the selling price after allowance for discounts;

- (c) on property of others in the custody or control of the Insured for the purpose of performing work thereon, the amount for which the Insured is liable but in no event to exceed the actual cash value at the time and place of loss plus allowance for labor and materials expended to such time;
- (d) on tenant's improvements and records, as defined in clauses (c) and (d) of Section 8 - Limitations;
- (e) on all other Property Insured under this Form and for which no more specific conditions have been set out, the actual cash value at the time the loss or damage occurs but in no event to exceed what it would then cost to repair or replace with material of like kind and quality.

#### 10. LOCKED VEHICLE WARRANTY

This clause does not apply to property which is under the control of a common carrier.

Warranted by the Insured that any vehicle in which the Property Insured is carried is equipped with a fully enclosed metal body or compartment and the Insurer shall be liable in case of loss by theft from an unattended vehicle, only as a direct result of forcible entry (of which there shall be visible evidence) into such body or compartment the doors and windows of which shall have been securely locked.

#### 11. PROPERTY PROTECTION SYSTEMS

It is agreed that the Insured shall notify forthwith the Insurer of any interruption to, or flaw or defect, coming to the knowledge of the Insured, in any:

- (a) sprinkler or other fire extinguishing system; or
- (b) fire detection system; or
- (c) intrusion detection system;

and shall also notify forthwith the Insurer of the cancellation or non-renewal of any contract which provides monitoring or maintenance services to any of these systems or of the notification of the suspension of police service in response to any of these systems.

#### 12. PREMIUM ADJUSTMENT

This clause is applicable if a specific amount of insurance is shown in the Declarations Page for **contents**.

If within six (6) months after the expiry or anniversary date of each period of insurance, the Insured shall file with the Insurer a Premium Adjustment Application Form showing, for the said period, the actual cash value of the **contents** insured on the last day of each month at each location as commented upon by the Insured's Accountant, the actual premium for the said period shall then be calculated at the rate applying to each location for the average amount of the total values declared. If the premium paid by the Insured for such **contents** exceeds the actual premium thus calculated, the Insurer shall refund to the Insured any excess paid, subject to a maximum refund of 50% of the premium paid. In the event of any monthly declared values being in excess of the amount of insurance, the amount of the excess shall not be included in the Premium Adjustment calculations.

#### 13. DEFINITIONS

Wherever used in this Form:

**All property** means **building** and **contents**.

**Building** means the building(s) described on the Declarations Page and includes:

- (a) fixed structures pertaining to the building(s) and located on the **premises**;
- (b) additions and extensions communicating and in contact with the building(s);
- (c) permanent fittings and fixtures attached to and forming part of the building(s);
- (d) materials, equipment and supplies on the **premises** for maintenance of, and normal repairs and minor alterations to the building or for building services;
- (e) growing plants, trees, shrubs or flowers inside the building used for decorative purposes when the Insured is the owner of the building.

**Clean up** means the removal, containment, treatment, detoxification, stabilization, neutralization or remediation of **pollutants**, including testing which is integral of the aforementioned processes.

**Contents** means **equipment** and **stock**.

**Equipment** means:

- (a) generally all contents usual to the Insured's business including furniture, furnishings, fittings, fixtures, machinery, tools, utensils and appliances other than **building** or **stock** as herein defined;
- (b) similar property belonging to others which the Insured is under obligation to keep insured or for which he is legally liable;
- (c) tenant's improvements which are defined as building improvements, alterations and betterments made at the expense of the Insured to a **building** occupied by the Insured and which are not otherwise insured, provided the Insured is not the owner of such **building**. If the Insured purchased the use interest in tenant's improvements made by a predecessor tenant, this Form applies as though such tenant's improvements had been made at the expense of the Insured.

**Fire protective equipment** includes tanks, watermains, hydrants, valves and any other equipment whether used solely for fire protection or jointly for fire protection and for other purposes, but does not include:

- (a) branch piping from a joint system where such branches are used entirely for purposes other than fire protection;
- (b) any watermains or appurtenances located outside of the described **premises** and forming a part of the public water distribution system;
- (c) any pond or reservoir in which the water is impounded by a dam.

**Leakage from fire protective equipment** means the leakage or discharge of water or other substance from within the **fire protective equipment** used for the **premises** or for adjoining premises and loss or damage caused by the fall or breakage or freezing of such equipment.

**Malicious acts** means all acts of a malicious nature except theft or attempt thereat.

**Named perils** means:

- (a) fire and lightning;
- (b) explosion:

except with respect to explosion of natural, coal or manufactured gas, there shall in no event be any liability hereunder for loss or damage caused by explosion, rupture or bursting in or of the following property owned, operated or controlled by the Insured:

- (i) (1) the portions containing steam or water under steam pressure of all boilers generating steam, and piping or other **equipment** connected to said boilers and containing steam or water under steam pressure;
- (2) piping and apparatus or parts thereof normally containing steam or water under steam pressure from an external source and while under such pressure;
- (3) the combustion chambers or fire boxes of steam generating boilers of the chemical recovery type and the flues or passages which conduct the gases of combustion therefrom;
- (4) smelt dissolving tanks;
- (ii) other vessels and apparatus, and pipes connected therewith, while under pressure, or while in use or in operation, provided their maximum normal internal working pressure exceeds one hundred and three 103 kilopascals (15 pounds per square inch) above atmospheric pressure except that liability is specifically assumed for loss or damage resulting from the explosion of manually portable gas cylinders;
- (iii) moving or rotating machinery or parts of same when such loss or damage is caused by centrifugal force or mechanical breakdown;
- (iv) any vessels and apparatus and pipes connected therewith while undergoing pressure tests, but this exclusion shall not apply to other Property Insured hereunder that has been damaged by such explosion;
- (v) gas turbines;

the following are not explosions within the intent or meaning of this Section:

- (1) electric arcing or any coincident rupture of electrical equipment due to such arcing;
  - (2) bursting or rupture caused by hydrostatic pressure or freezing;
  - (3) bursting or rupture of any safety disc, rupture diaphragm or fusible plug.
- (c) **Impact by Aircraft, Spacecraft or Land Vehicle:**  
The terms "Aircraft" and "Spacecraft" include articles dropped therefrom.

There shall in no event be any liability hereunder due to cumulative damage or for loss or damage:

- (i) caused by land vehicles belonging to or under the control of the Insured or any of his employees;
  - (ii) to aircraft, spacecraft or land vehicles causing the loss;
  - (iii) caused by any aircraft or spacecraft when being taxied or moved inside or outside of **buildings**.
- (d) **Riot, Vandalism or Malicious Acts:**  
The term "Riot" includes public assemblies of strikers or employees in lock-out on or off inside or outside the **premises**. There shall in no event be any liability hereunder for loss or damage:
- (i) due to cessation of work or by interruption to process or business operations or by change(s) in temperature;
  - (ii) due to flood or release of water impounded by a dam, or due to any explosion other than an explosion in respect of which there is insurance under clause (b);
  - (iii) due to theft or attempt thereat.
- (e) **Smoke:**  
The term "Smoke" means smoke due to a sudden, unusual and faulty operation of any stationary furnace.

There shall in no event be any liability hereunder for any cumulative damage.

- (f) **Leakage from Fire Protective Equipment;**

(g) **Windstorm or Hail:**

There shall in no event be any liability hereunder for loss or damage:

- (i) to the interior of the **buildings** insured or their **contents** unless damage occurs concurrently with and results from an aperture caused by windstorm or hail;
- (ii) directly or indirectly caused by any of the following, whether driven by wind or due to windstorm or not: snow-load, ice-load, tidal wave, high water, overflow, flood, waterborne objects, waves, ice, land subsidence, landslide.

**Pollutants** means any solid, liquid, gaseous or thermal irritant or contaminant, including odor, vapor, fumes, acids, alkalis, chemicals and **waste**.

**Premises** means the entire area within the property lines and areas under adjoining sidewalks and driveways at the locations described on the Declarations Page.

**Stock** means:

- (a) merchandise of every description usual to the Insured's business;
- (b) packing, wrapping and advertising materials; and
- (c) similar property belonging to others which the Insured is under obligation to keep insured or for which he is legally liable.

**Strike** means open assemblies of strikers inside or outside the **premises** who have quitted work and of locked-out employees.

**Waste** includes materials to be recycled, reconditioned or reclaimed.

The following **Additional Definitions** shall apply only if indicated on the **Declarations Page**:

**Accessible opening**, means a window, door, transom, skylight or other openings:

- (a) less than 5.5 meters above either the ground or the roof of an adjoining building, or
- (b) less than 4.3 meters from directly or diagonally opposite windows, fire escapes or roofs, or
- (c) less than 1 meter from openings, fire escapes and stairways in or projecting from the same or adjacent wall and leading to other premises.

**Central station system** means a burglar alarm system in which the operations of electrical protection circuits and devices are signaled automatically to, recorded in, maintained, and supervised from a central station having trained operators and guards in attendance at all times. Guards are dispatched to make immediate investigation of unauthorized entry or opening of protected properties from which signals are received.

**Complete protection** means completely protecting all openings leading from the **premises** and all ceilings, floors and walls enclosing the **premises**.

**Listed burglar alarm system** means a system for which an unexpired Underwriters' Laboratories of Canada certificate is held by the Insured. The certificate indicates the classification, extent, and location of the equipment, period covered by the certificate, and name of the installing company.

**Monitoring station system** means a burglar alarm system in which the operations of electrical protection circuits and devices are signaled automatically to, recorded in, maintained, and supervised from a monitoring station having trained operators in attendance at all times. Guards are not dispatched but police headquarters and subscribers are notified simultaneously of alarms.

**Partial protection** means completely protecting all **accessible openings**.

**System connected to a commercial telephone answering service** means a burglar alarm system in which the protective circuits and devices are connected to a commercial telephone answering service. Police is immediately notified of alarms by operators.

**System connected to a police station** means a burglar alarm system in which the protective circuits and devices are connected to a local police station. Police is dispatched on the premises from which signals are received.

**System connected to the home of the Insured** means a burglar alarm system in which the protective circuits are connected to a warning device installed in the home of the Insured where someone is usually present when the **premises** are not open for business.



It is agreed that the following Extension of Coverage is added to the policy:

**Professional Fees**

The Form is extended to insure, up to \$25 000 in respect of any one loss and in addition to the amounts of insurance stated on the Declarations Page, reasonable and necessary fees paid to a professional for producing or certifying particulars or details required by the Insurer in connection with an insured loss. However, this Extension shall not apply to the fees and costs of the Insured's employees or of public adjusters.

It is also agreed that Form IM-1, Building and/or Contents - Broad Form, is amended as follows:

1. The following Extensions of Coverage shall not increase the amounts of insurance and are subject to all conditions of the policy. If for any extension there is coverage more specifically provided for in the policy, then only the specific coverage shall apply.

Extensions of Coverage 7. (a) (iii), (iv), (v), (vi) and (vii) are deleted and replaced by the following :

**Personal Property of Officers and Employees**

- (iii) At the option of the Insured, the Form also insures personal property of officers and employees of the Insured. The insurance on such property :

- (1) shall not attach if it is insured by the owner unless the Insured is obliged to insure it or is liable for its loss or damage;
- (2) is limited to \$1 000 in respect of any one officer or employee subject to a maximum recovery of \$25 000 in respect of any one loss;
- (3) shall apply only to loss or damage occurring at a location specifically described on the Declarations Page or a Newly Acquired Location.

**Building Damage by Theft**

- (iv) The Form is extended to insure damage (except by fire) to that part of a building occupied by the Insured directly resulting from theft or any attempt thereat, or from vandalism or **malicious acts** committed on the same occasion, provided the Insured is the owner of such building or is liable for such damage and the building is not otherwise insured hereunder. This Extension of Coverage shall be limited to a maximum recovery of \$10 000 in respect of any one loss.

**Growing Plants, Trees or Shrubs**

- (v) The Form is extended to insure loss or damage to growing plants, trees, shrubs or flowers in the open, and located on the **premises**, caused directly by a **Named Peril** (with the exception of windstorm or hail) or from theft or attempt thereat. This Extension of Coverage shall be limited to \$1 000 for each growing plant, tree, shrub or flower, including debris removal expense, subject to a maximum recovery of \$25 000 in respect of any one loss.

**Newly Acquired Locations**

- (vi) The Form is extended to insure **building** and **contents** at any newly acquired location that is owned, rented or controlled by the Insured in whole or in part or in or on vehicles within one hundred (100) metres of such location. This Extension attaches at the time of the acquisition and extends for a period of sixty (60) days or to the date of endorsement adding such location, whichever first occurs. This Extension of Coverage shall be limited to a maximum recovery of \$500 000 for **building** and \$500 000 for **contents** in respect of any one loss.

**Transit**

- (vii) The Form is extended to insure **contents** in transit by land, up to \$10 000 in respect of any one loss.

The Form also insures **contents** in course of transit by parcel post, up to \$10 000 in respect of any one loss (or the amount stated on the Declarations Page).

This Extension applies only while the property is within Canada and the Continental United States (excluding Alaska).

The following Extensions of Coverage are added to the policy :

**By-laws**

- (ix) The insurance provided under the Form shall, in the event of loss or damage to **buildings** as a result of a Peril Insured against, extend to indemnify the Insured for :

- (1) loss occasioned by the demolition of any undamaged portion of the **buildings** or structures; or
- (2) the cost of demolishing, and clearing the **premises** of, any undamaged portion of the **buildings** or structures; or
- (3) any increase in the cost of repairing, replacing, constructing or reconstructing the **buildings** or structures on the same **premises** or on an adjacent site, of like height, floor area and style, and for like occupancy;

arising from the enforcement of the minimum requirements of any by law, regulation, ordinance or law which regulates zoning or the demolition, repair or construction of damaged **buildings** or structures; and is in force at the time of such loss or damage.

The Insurer's liability under this Extension shall not exceed the amount of insurance on the **building**.

In addition to the exclusions stated elsewhere in the policy, the Insurer shall not be liable under this Extension for losses occasioned by the enforcement of any by law, regulation, ordinance or law which prohibits an Insured from rebuilding or repairing on the same **premises** or an adjacent site or prohibits continuance of like occupancy.

#### Signs

- (x) The Form is extended to insure all signs on the **premises** that are the property of the Insured or of others in the care, custody or control of the Insured or for which the Insured may be liable. This Extension of Coverage shall be limited to a maximum recovery of \$10 000 in respect of any one loss.

In addition to the exclusions stated elsewhere in the policy, this Extension does not insure against breakage, unless caused directly by fire, lightning, windstorm or theft.

#### Brands and Labels

- (xi) In the event of loss or damage to **stock** bearing a brand or trademark, the sale of which carries or implies a guarantee or a responsibility of the manufacturer or Insured, the salvage value of such damaged **stock** shall be determined after removal of and/or re-identifying such brands or trademarks or other identifying characteristics. The amount payable for the cost incurred to remove and/or re-identify the brands or trademarks shall not exceed \$25 000 in respect of any one loss.

#### Land and Water Pollution Clean-up

- (xii) The Form is extended to indemnify the Insured for expenses incurred to **clean-up pollutants** from land or water at the **premises**, provided the spill, discharge, emission, dispersal, seepage, leakage, release, migration or escape of **pollutants** :

- is occasioned by loss or damage to Property Insured at the **premises** caused by a Peril Insured against;
- is sudden, unexpected and unintended from the standpoint of the Insured; and
- first occurs during the policy period.

This Extension of Coverage shall be limited to a maximum recovery of \$25 000 in respect of any one loss. Notwithstanding the automatic reinstatement clause in the General Conditions, following a loss under this Extension the amount of insurance specified for this Extension will be reduced by the amount payable.

In addition to the exclusions stated elsewhere in the policy, the Insurer shall not be liable under this Extension for :

- (1) expenses for **clean-up** away from or beyond the **premises** resulting from any spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of **pollutants**, even if the **pollutants** emanated from the **premises**;
- (2) expenses for **clean-up** of any spill, discharge, emission, dispersal, seepage, leakage, release, migration or escape of **pollutants** that began before the effective date of this policy;
- (3) fines, penalties, punitive or exemplary damages;
- (4) expenses incurred for the **clean-up** of **pollutants** at or from any premises, site or location which is or was at any time used by or for any Insured or others for the handling, storage, disposal, processing or treatment of **waste**.

#### Reporting Period

It is a condition precedent to recovery under this Extension that all expenses insured by this Extension must be incurred and reported to the Insurer within one hundred and eighty (180) days of the spill, discharge, emission, dispersal, seepage, leakage, release, migration or escape of **pollutants** for which **clean-up** expenses are being claimed.

#### Glass

- (xiii) The Form is extended to indemnify the Insured for damage caused by accidental breakage to glass, including lettering and ornamentation thereon, provided the Insured is the owner of the **building** or is obliged to insure the glass.

#### Off-Premises Service Interruption

- (xiv) The Form is extended to insure loss or damage resulting from damage or destruction, which would have been insured under this policy had it occurred on the **premises**, to off-**premises** public utility plants, transformer or switching stations, transformers or pumping stations furnishing heat, water, electricity or gas to the **premises**. Such property shall not be under the control of the Insured.

This Extension of Coverage shall apply only if the off-**premises** service interruption exceeds forty-eight (48) hours. The Insured shall then be eligible to indemnify from the beginning of the service interruption. This Extension of Coverage shall be limited to a maximum recovery of \$25 000 in respect of any one loss and also applies to loss of profits or income, loss of rents, **extra expense** or any similar business interruption coverage included in the policy.

In addition to the exclusions stated elsewhere in the policy, this Extension does not apply to any loss or damage resulting from damage to or destruction of any off-**premises** transmission, secondary transmission or distribution lines, or poles or towers supporting those lines or their conductors.

#### Consequential Damage

- (xv) The Form is extended to include loss, destruction or damage to **stock** due to change in temperature resulting from damage, caused by a Peril Insured against, to the refrigerating, cooling or heating apparatus, including their connections or supply pipes and apparatus furnishing power thereto, situated on the **premises**.

This Extension of Coverage shall be limited to a maximum recovery of \$50 000 in respect of any one loss.

#### **Fire Suppression Recharge**

- (xvi) The Form is extended to insure any automatic fire suppression system recharge expense incurred by the Insured due to the leakage or discharge of the fire suppressant within any automatic fire suppression system, where such leakage or discharge is caused by or results from a Peril Insured against. This Extension of Coverage shall be limited to a maximum recovery of \$25 000 in respect of any one loss.

#### **Locks and Keys**

- (xvii) The Form is extended to insure the cost to replace locks and keys at the **premises**, made necessary by the actual destruction, disappearance or wrongful abstraction of master keys or locks. This Extension of Coverage shall be limited to a maximum recovery of \$2 500 in respect of any one loss.

#### **Sidewalk Sales**

- (xviii) The Form is extended to insure **contents** while temporarily away from the **premises** for sidewalk sales. This Extension of Coverage shall be limited to a maximum recovery of \$25 000 in respect of any one loss.

2. The following Extensions of Coverage apply in addition to the amount of insurance and are subject to all conditions of the policy. If for any Extension there is coverage more specifically provided for in the policy, then only the specific coverage shall apply.

Extension of Coverage 7. (a) (ii) is deleted and replaced by the following :

#### **Debris Removal**

- (ii) The Insurer will indemnify the Insured for expenses incurred in the removal from the **premises** of debris of the Property Insured, occasioned by loss or damage to such property, for which loss or damage insurance is afforded under this Form, or in the removal of debris or other property which is not insured by this Form but which has been blown by windstorm upon the **premises**.

In addition to the exclusions stated elsewhere in the policy, this Extension does not apply to costs or expenses :

- (1) to **clean-up pollutants** from land or water; or
- (2) for testing, monitoring, evaluating or assessing of an actual, alleged, potential, or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of **pollutants**.

The amount payable under this Extension shall not exceed 10% of the amounts applicable to **building** and/or **contents**.

The following Extensions of Coverage are added to the policy :

#### **Property In the Custody of Representatives**

- (a) The Form is extended to insure **contents**, except laptops, in the custody of representatives of the Insured away from the **premises** within Canada or the Continental United States (excluding Alaska).

This Extension of Coverage shall be limited to \$5 000 in respect of any one representative subject to a maximum recovery of \$25 000 in respect of any one loss.

#### **Accounts Receivable**

- (b) The Form is extended to insure :

- (i) all sums due to the Insured from customers, provided the Insured is unable to effect collection thereof as the direct result of loss or damage to records of accounts receivable;
- (ii) interest charges on any loan to offset impaired collections pending repayment of such sums made uncollectible by such loss or damage;
- (iii) collection expense in excess of **normal** collection cost and made necessary because of such loss or damage;
- (iv) other expenses, when reasonably incurred by the Insured in re-establishing records of accounts receivable following such loss or damage.

This Extension of Coverage applies only while records of accounts receivable are within the **premises** and shall be limited to a maximum recovery of \$25 000 in respect of any one loss.

In addition to the exclusions stated elsewhere in the policy, this Extension does not apply to :

- (1) loss due to bookkeeping, accounting or billing errors or omissions;
- (2) loss, the proof of which is dependent upon an audit or an inventory; but this shall not preclude the Insured from using these procedures in support of a claim for a loss otherwise insured;
- (3) loss due to alteration, falsification, concealment, destruction or disposal of records of accounts receivable committed to conceal the wrongful giving, obtaining or withholding of money, securities or other property, but only to the extent of such wrongful acts.

#### Basis of Settlement

When there is proof that loss covered by this Extension has occurred but the Insured cannot accurately establish the total amount of accounts receivable outstanding as of the date of such loss, such amount shall be computed as follows :

- (A) determine the amount of all outstanding accounts receivable at the end of the same fiscal month in the year immediately preceding the year in which the loss occurs;
- (B) calculate the percentage of increase or decrease in the average monthly total of accounts receivable for the twelve (12) months immediately preceding the month in which the loss occurs, as compared with such average for the same months of the preceding year;
- (C) the amount determined under (A) above, increased or decreased by the percentage calculated under (B) above, shall be the agreed total amount of accounts receivable as of the last day of the fiscal month in which said loss occurs;
- (D) the amount determined under (C) above shall be increased or decreased in conformity with the **normal** fluctuations in the amount of accounts receivable during the fiscal month involved, due consideration being given to the experience of the business since the last fiscal month.

There shall be deducted from the total amount of accounts receivable, however established, the amount of such accounts evidenced by records not lost or damaged, or otherwise established or collected by the Insured, and an amount to allow for probable bad debts which would **normally** have been uncollectible by the Insured. All unearned interest and service charges shall be deducted.

#### Valuable Papers and Records

- (c) The Form is extended to insure expense incurred in the reproduction, restoration or replacement, whichever is the least costly, of **valuable papers and records** owned by the Insured or held by the Insured in any capacity.

This Extension of Coverage applies only while the **valuable papers and records** are within the **premises** and shall be limited to a maximum recovery of \$25 000 in respect of any one loss.

In addition to the exclusions stated elsewhere in the policy, this Extension does not apply to:

- (i) loss of or damage to property held as samples, or for sale or delivery after sale;
- (ii) loss of sums due to the Insured, which the Insured is unable to collect because of loss of, or destruction or damage to **valuable papers and records**;
- (iii) property which cannot be replaced with other of like kind and quality;
- (iv) loss resulting from errors or omissions in processing or copying, unless fire or explosion ensues and then only for loss caused by such ensuing fire or explosion.

#### Exhibition

- (d) The Form is extended to insure **contents** (including containers or receptacles for same), the property of the Insured or of others in the care, custody or control of the Insured or for which he may be liable, while on exhibition within Canada and the Continental United States (excluding Alaska). This Extension of Coverage shall be limited to a maximum recovery of \$10 000 in respect of any one loss.

This Extension does not insure against loss or damage caused directly or indirectly by poor packing, improper preparation for shipment, inadequate storage or rough handling.

#### Peak Season

- (e) The amount of insurance on **stock** shall be increased by up to 25% of the amount of insurance applicable to **contents** to provide for seasonal fluctuations of **stock** values, but only if :
  - (i) the amount of insurance applicable to **contents** is equal to 100% of the average monthly value of **stock** and equipment for the twelve (12) months immediately preceding the date of loss or, in the event the Insured has been in business for less than twelve (12) months, for such shorter period of time; and
  - (ii) the peak season does not exceed sixty (60) consecutive days.

#### Fire Department Service Charge

- (f) The Form is extended to cover the Insured's liability for fire department charges when fire departments of other municipalities are called because of a fire on the **premises**. This Extension of Coverage shall be limited to a maximum recovery of \$25 000 in respect of any one loss.

#### Extra Expense

- (g) The Form is extended to insure, up to \$25 000 in respect of any one loss, the necessary **extra expense** incurred by the Insured in order to continue as nearly as practicable the **normal** conduct of the Insured's business following damage to or destruction of the Property Insured occurring during the policy term and caused by the Perils Insured against. The Insurer shall be liable for the **extra expense** so incurred during the **period of restoration**, but not beyond twelve (12) months after the occurrence of the damage or destruction.

This Extension includes the actual loss as insured hereunder during the period of time, not exceeding two (2) weeks, while access to the **premises** is prohibited by order of civil authority as a direct result of damage to neighboring **premises** by a Peril Insured against.

As soon as practicable after any loss, the Insured shall resume complete or partial business operations of the Property Insured and, in so far as practicable, reduce or dispense with such **extra expenses** as are being incurred.



In addition to exclusions stated elsewhere in the policy, this Extension does not apply to :

- (i) loss of income;
- (ii) **extra expense** in excess of that necessary to continue as nearly as practicable the **normal** conduct of the Insured's business;
- (iii) the cost of repairing or replacing any of the described property that has been damaged or destroyed by the Perils Insured against, except cost in excess of the **normal** cost of such repairs or replacements necessarily incurred for the purpose of reducing the total amount of **extra expense**;
- (iv) loss due to fines or damages for breach of contract for late or non-completion of orders, or for any penalties of whatever nature;
- (v) loss due to the suspension, lapse or cancellation of any lease or license, contract or order;
- (vi) the cost of compiling books of account, abstracts, drawings, card index systems or other records including film, tape, disc, drum, cell or other magnetic recording or storage **media** for electronic data processing;
- (vii) any increase of loss caused by delays or loss of time due to the presence of strikers or other persons or to labour disturbances on or about the **premises** interfering with rebuilding, repairing, or replacing the property damaged or destroyed or the resumption or continuation of business or free access to or control of the **premises** or due to the action of sympathetic strikers elsewhere;
- (viii) loss due to errors in programming or machine instructions;
- (ix) the cost of gathering or assembling data necessary for the reproduction of **electronic data processing media**.

**Installation**

- (h) The Form is extended to insure **contents** to be used in the installation operations of the Insured at the installation site. The insurance attaches when the property becomes at the Insured's risk after being unloaded and ceases on the commencement of use or occupancy, unless such use or occupancy is for installation purposes, or thirty (30) days after completion of the installation, whichever occurs first. This Extension does not insure :
  - (i) contractors' or subcontractors' **tools** and equipment, including spare parts and accessories, owned by the Insured or by others;
  - (ii) **contents** while at any location owned, rented, leased or occupied by the Insured.

This Extension of Coverage shall be limited to a maximum recovery of \$10 000 in respect of any one loss and applies only while the property is within Canada and the Continental United States (excluding Alaska).

**Mechanical or Electrical Breakdown of Electronic Data Processing Equipment**

- (i) Notwithstanding exclusions (g) and (r) provided under SECTION 5 - PERILS EXCLUDED of Form IM-1, if **electronic data processing equipment** on the **premises** is physically damaged by mechanical breakdown, electrical breakdown or derangement, this Form is extended to insure such damage and the **extra expense** necessarily incurred to reprogram or replace any electronic recordings that are disturbed or erased as the direct result of such damage, up to \$25 000 in respect of any one loss.

This Extension does not apply to:

- (1) **stock**;
- (2) errors or omissions in **electronic data** entry or programming;
- (3) computer viruses.

- 3. It is agreed that the second paragraph of item (b), TEMPORARY LOCATIONS of Section 2. PROPERTY INSURED is deleted and replaced by the following :

TEMPORARY LOCATIONS : **Contents** other than at a specified location except while in transit, but there shall be no liability under this Extension at any location owned, rented or controlled in whole or in part by the Insured.

This Extension of Coverage shall be limited to a maximum recovery of \$10 000 in respect of any one loss (or the amount stated on the Declarations Page). It shall not increase the amounts of insurance applying under the Form and is subject to all conditions of the policy.

If for any Extension there is coverage more specifically provided for in the policy, then only the specific coverage shall apply.

**4. Definitions**

Whenever used in this endorsement :

**Electronic data** means data converted to, an electronic form and employed in the Insured's data processing operation.

**Electronic data processing equipment** means the central processing unit and auxiliary equipment including, but not limited to, terminals, keyboards, printers, disk and tape drives, cassette tape recorders and word processing equipment.

**Electronic data processing media** means **media**, **software** and **electronic data** employed in the Insured's data processing operation.

**Extra expense** means the excess (if any) of the total cost during the **period of restoration** for the purpose of continuing the Insured's business over and above the total cost that would **normally** have been incurred to conduct the business during the same period had no loss occurred; the cost in each case to include expense of using other property or facilities of other concerns or other similar necessary emergency expenses. The Insurer shall also be liable for **extra expense** incurred in obtaining property for temporary use during the **period of restoration** necessarily required for the conduct of the Insured's business; any salvage value of such property remaining after resumption of **normal** operations shall be taken into consideration in the adjustment of any loss hereunder.

**Media** means materials on which data, programs or instructions are electronically recorded such as, but not limited to, magnetic tapes, diskettes, disk packs and cassettes.

**Normal** means the condition that would have existed had no loss occurred.

**Period of restoration** means the period commencing with the date of the loss and not limited by the date of expiration of this Form, as shall be required with the exercise of due diligence and dispatch to repair, rebuild, or replace such property as may be destroyed or damaged.

**Software** means programs or instructions stored on **media** and employed in the Insured's data processing operation.

**Valuable papers and records** means written, printed or otherwise inscribed documents and records, including books, maps, films, blueprints, plans, drawings, abstracts, deeds, mortgages and manuscripts.

All other terms and Conditions of the policy remain unchanged.



This endorsement modifies Fire and Multi-Peril coverage forms. If the Policy contains IM-999 Misinterpretation of Date Endorsement then this IM-999 is deleted and the following substituted therefor:

1. This Policy does not insure:

- i) "Data";
- ii) loss or damage caused directly or indirectly by "Data problem".

However, if loss or damage caused by "Data problem" results in the occurrence of further loss of or damage to property insured that is directly caused by the following "Named Perils":

- fire;
- explosion;
- smoke;
- leakage from fire protective equipment;

then this exclusion ii) shall not apply to such resulting loss or damage.

2. Any clause or part thereof in this Policy excluding loss due to disturbance or erasure of electronic recording by electric or magnetic injury except by lightning, is deleted.

3. Any clause of this Policy limiting the liability with respect to Records is amended to read as follows:

**Records**

The liability of the Insurer for loss or damage to:

- i) books of accounts, drawings, card index systems and other records, other than as described in ii) below, shall not exceed the cost of blank books, blank pages or other materials, plus the cost of labour for actually transcribing or copying said records;
- ii) media, data storage devices, and programme devices for electronic and electro-mechanical data processing or for electronically controlled equipment, notwithstanding that "Data" is not insured, shall not exceed the cost of reproducing such media, data storage devices, and programme devices from duplicates or from originals of the previous generation of the media, but no liability is assumed hereunder for the cost of gathering or assembling information or "Data" for such reproduction.

Whichever of the above is applicable shall be the basis to be adopted for the purpose of applying Co-Insurance.

4. If any business interruption, loss of income or revenue, loss of rents, extra expense and any other similar forms of coverage are provided by this Policy then:

- i) Subject to ii) and iii) following, the Insurer shall not be liable for extra expenses, loss of business income or revenue, loss of rents or any other loss attributable to the interruption of business directly or indirectly caused by "Data problem".
- ii) If "Data problem" results in direct physical loss of or damage to property insured at the insured "premises" caused by the following "Named Perils" :

- fire;
- explosion;
- smoke;
- leakage from fire protective equipment.

exclusion 4. i) shall not apply to resulting extra expenses, loss of business income or revenue, loss of rents or any other loss attributable to the interruption of business suffered through such resulting loss or damage.

iii) Exclusion 4. i) shall not apply if "Data problem" is the direct result of the following "Named Perils" :

- fire;
  - lightning;
  - explosion;
  - impact by aircraft, spacecraft or land vehicle;
  - smoke;
  - leakage from fire protective equipment;
  - windstorm or hail,
- at the insured "premises".

5. Definitions :

"Data" wherever used in the Policy, means representations of information or concepts, in any form.

"Data Problem" means:

- erasure, destruction, corruption, misappropriation, misinterpretation of "Data";
- error in creating, amending, entering, deleting or using "Data"; or
- inability to gain access to, receive, transmit or use "Data".

All other terms and conditions of the Policy remain unchanged.



**IM-600 (0402)  
Terrorism Exclusion  
Property**

This endorsement modifies Fire and Multi-Peril coverage forms.

1. This policy does not insure loss or damage caused directly or indirectly, in whole or in part, by "Terrorism" or by any activity or decision of a government agency or other entity to prevent, respond to or terminate "Terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

This exclusion shall not apply to any ensuing loss or damage which results directly from the following "Named Perils" : fire or explosion.

2. The Insurer shall not be liable for extra expenses, loss of business income or revenue, loss of rents or any other loss attributable to the interruption of business, provided such coverage is currently included in the policy to which this endorsement is attached, resulting from loss or damage caused directly or indirectly, in whole or in part, by "Terrorism" or by any activity or decision of a government agency or other entity to prevent, respond to or terminate "Terrorism", regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.
3. Definition :

" **Terrorism** " means an ideologically motivated unlawful act or acts, including but not limited to the use of violence or force or threat of violence or force, committed by or on behalf of any group, organization or government for the purpose of influencing any government and/or instilling fear in the public or a section of the public.

All other terms and conditions of the Policy remain unchanged.





**IM-700 (0403)  
Fungi and Fungal  
Derivatives Exclusion  
Property**

This endorsement modifies Fire and Multi-Peril coverage forms.

1. This policy does not insure:
  - (a) loss or damage consisting of or caused directly or indirectly, in whole or in part, by any **fungi** or **spores** unless such **fungi** or **spores** are directly caused by or directly result from a peril otherwise insured and not otherwise excluded by this policy ;
  - (b) the cost or expense for any testing, monitoring, evaluating or assessing of **fungi** or **spores**.
2. The Insurer shall not be liable for extra expenses, loss of business income or revenue, loss of rents or any other loss attributable to the interruption of business, provided such coverage is currently included in the policy to which this endorsement is attached, resulting from:
  - (a) loss or damage consisting of or caused directly or indirectly, in whole or in part, by any **fungi** or **spores** unless such **fungi** or **spores** are directly caused by or directly result from a peril otherwise insured and not otherwise excluded by this policy;
  - (b) the cost or expense for any testing, monitoring, evaluating or assessing of **fungi** or **spores**.

3. Definitions :

**Fungi** includes, but is not limited to, any form or type of mould, yeast, mushroom or mildew whether or not allergenic, pathogenic or toxigenic, and any substance, vapour or gas produced by, emitted from or arising out of any "Fungi" or "Spores" or resultant mycotoxins, allergens, or pathogens.

**Spores** includes, but is not limited to, one or more reproductive particles or microscopic fragments produced by, emitted from or arising out of any "Fungi".

All other terms and conditions of the Policy remain unchanged.







**Additional Insured**

Applicable to the Commercial General Liability insurance.

It is agreed that McGill University is added as an additional insured, but only in respect of his liability as the owner of the building or premises located at 855, Sherbrooke Montréal (Qc).

All other terms and conditions of the policy remain unchanged.

Attached to and forming part of policy number 3370638.





Words and phrases in bold have special meaning as defined in Definitions Section.

**1. INSURING AGREEMENT**

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Now, therefore, subject to the limits, terms and conditions, provisions, definitions and exclusions herein stated.

**2. SECTION A - CIVIL LIABILITY**

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The Insurer agrees to indemnify the Insured, the Insured's succession or legal representatives against the pecuniary consequences of civil liability the Insured may incur for loss or damage arising from the use or operation in the business described in the Declarations of any automobile not owned (in whole or in part) by or registered in the name of the Insured, and resulting from bodily injury to or death of others or damage to property of others not in the care, custody or control of the Insured. However, where the loss exceeds the amounts of insurance, the indemnity shall be applied first to the pecuniary consequences of civil liability incurred by the Named Insured.

**3. EXCLUSIONS**

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The Insurer shall not be liable under this section:

- (a) except where the *Automobile Insurance Act* does not apply, for bodily injury or death covered under the said Act, the *Act respecting industrial accidents and occupational diseases* or the *Crime Victims Compensation Act*;
- (b) for any liability which arises from the use or operation of any automobile while personally driven by the Insured if the Insured is an individual;
- (c) for any liability imposed by any workmen's compensation law upon any person insured by this section;
- (d) for loss or damage sustained by the Insured or any employee, shareholder, officer, member, partner or mandatary of the Insured while engaged in the business of the Insured, except as provided under a Direct Compensation Agreement established in accordance with the aforementioned *Automobile Insurance Act*;
- (e) for any liability assumed voluntarily by any person insured by this section under any contract or agreement except for private passenger vehicles rented or leased by an Insured for a period of less than thirty (30) days;
- (f) for loss or damage to property carried in or upon an automobile personally driven by any person insured by this section or to any property owned or rented by, or in the care, custody or control of any such person;
- (g) for any sum in excess of the amount stated in the Declarations, and expenditures provided for in the Additional Agreements of this section, irrespective of the number of persons or interests insured;
- (h) for any loss or damage resulting from bodily injury to or death of any person or damage to property arising out of a **nuclear energy hazard** and in excess of the compulsory amount of liability insurance prescribed by the *Automobile Insurance Act* or the *Act respecting off-highway vehicles*, depending on the type of vehicle involved.

See also General Provisions, Definitions, Exclusions and Conditions.

**4. ADDITIONAL AGREEMENTS**

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Where indemnity is provided by this section the Insurer further agrees:

- (a) immediately upon receipt of notice of loss to serve any person insured by this section by such investigation thereof, or by such transactions with the claimant, or by such settlement of any resulting claims, as may be deemed expedient by the Insurer;
- (b) to take up the interest of any person entitled to the benefit of the insurance and assume his defense in any action which may be brought against him;
- (c) bear, over and above the proceeds of the insurance, costs and expenses resulting from actions against the Insured, including those of the defense, and interest on the proceeds of the insurance;
- (d) if the injury is to a person, to reimburse any person insured by this section for expenses incurred for such medical aid as may be immediately necessary at the time of such injury;

- (e) to be liable up to the minimum amount(s) of liability insurance prescribed by any legislation respecting Automobile Insurance and applying in that province or territory of Canada or in that State of the United States of America in which the accident occurred, if that amount(s) is higher than the amount(s) stated in the Declarations;
- (f) not to set up any defense to a claim that might not be set up if the policy were a motor vehicle liability policy issued in the province or territory of Canada or in the state of the United States of America in which the accident occurred.

## 5. AGREEMENTS OF INSURED

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Where indemnity is provided by this section, every person insured:

- (a) empowers the Insurer as their representative to appear and defend in any province or territory of Canada or in any State of the United States of America in which action is brought against the Insured arising out of the use or operation of an automobile with respect to which insurance is provided hereunder;
- (b) renounces his right to unilaterally revoke such mandate;
- (c) shall reimburse the Insurer, upon demand, in the amount which the Insurer has paid by reason of the provisions of any statute relating to automobile insurance and which the Insurer would not otherwise be liable to pay under this section.

## 6. GENERAL PROVISIONS, DEFINITIONS AND EXCLUSIONS

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### (a) Territory

Unless extended by endorsement, insurance provided by this contract applies only within Canada, the United States of America and upon a vessel and/or aircraft serving ports of airports of those countries.

### (b) Personnel of other garages excluded

No person who is engaged in a **garage business**, shall be entitled to indemnity or payment under this contract for any loss, damage, injury or death sustained while using, operating or working upon the automobile in the course of that business or while so engaged is an occupant of or enters or gets onto or alights from such automobile, unless the person is the Insured or the Insured's employee, shareholder, member, partner or mandatary or is actually driving the automobile in Quebec.

### (c) Definitions

In this policy:

- (i) the term **garage business** includes any business involving the custody, selling, equipping, repairing, maintaining, storing, parking, moving or servicing of automobiles;
- (ii) the term **hired automobiles** means automobiles hired or leased from others with or without drivers, used under the control of the Insured in the business stated in the Declarations but shall not include any automobile owned in whole or in part by or registered in the name of the Named Insured or any employee, shareholder, officer, member, partner or mandatary of the Insured;
- (iii) the term **automobiles operated under contract** shall mean automobiles operated in the business of the Insured stated in the Declarations where the complete supervision, direction and control of such automobiles remain with the owner thereof, but shall not include any automobile owned in whole or in part by or registered in the name of the Named Insured or any employee, shareholder, officer, member, partner or mandatary of the Insured;
- (iv) the words **nuclear energy hazard** mean the radioactive, toxic, explosive or other hazardous properties of prescribed substances under the Atomic Energy Control Act (Canada).

### (d) Two or More Automobiles

- (i) When two or more automobiles are insured hereunder the terms of this contract shall apply separately to each, but a motor vehicle and one or more trailer or trailers or semi-trailers attached thereto shall be held to be one automobile with respect to the amounts of insurance under Section A. Where two or more automobiles are insured under one or more contracts issued by the same insurer, only one amount of insurance, the highest, shall apply in the event of loss under section A;
- (ii) if section B is included in this policy through endorsement Q.E.F. No. 6-94, Civil Liability for damage to **hired automobiles** and/or **automobiles operated under contract**, such automobiles shall be held to be separate automobiles with respect to the amount(s) of insurance, including any deductible provisions, under section B;
- (iii) section A shall apply to the Insured's liability for damage caused to a non-owned trailer, other than a trailer designed or used to carry passengers or for demonstration, sale, office or dwelling purposes, while:
  - attached to an automobile of the private passenger type insured under said section;

not attached to any other vehicle, provided such trailer is generally attached to an automobile of the private passenger type insured under said section.

(e) Additional Insureds

This contract also insures every employee, shareholder, officer, member, partner or mandatary of the Named Insured, who, with the consent of the owner of the automobile involved:

- (i) and in the business of the Named Insured stated in the Declarations, personally drives any automobile not owned in whole or in part by or registered in the name of (1) the Named Insured, or (2) such additional insured person, or (3) any person having the same domicile as the Named Insured or such additional insured person;
- (ii) any automobile rented or hired in the name of the Named Insured and not owned in whole or in part by or registered in the name of such additional insured person.

(f) Premium Adjustment

The advance premiums stated in the Declarations and in Q.E.F. No. 6-94, if applicable, are computed on the estimated total "cost of hire" or "contract cost", as the case may be, for the contract period. The words "cost for hire" as used herein mean the entire amount incurred for **hired automobiles** and drivers when such automobiles are hired with drivers or the amount incurred for **hired automobiles** and the wages paid to drivers when such drivers are employees of the Insured. The words "contract cost" as used herein mean the entire amount paid by the Insured for **automobiles operated under contract** to the owners thereof.

The advance premiums are subject to adjustment at the end of the contract period when the Insured shall deliver to the Insurer a written statement of the total amounts expended for "cost of hire" and "contract cost" during the contract period based on the provisions contained in Q.E.F. No.6-100, Final adjustment of premium computation statement.

(g) Audit

Provided the Insured has authorized the Insurer in writing, the Insurer may at any time during regular business hours and upon fourteen (14) days' prior notice examine the books and records of the Insured insofar as they relate to the subject matter of the contract.

(h) Cross Liability

Every Named Insured sustaining loss or damage because of another Named Insured shall, in respect of such loss or damage, be deemed to be a third party under this contract; provided that this provision shall not operate to increase the limit of the Insurer's liability.

(i) Excluded uses

Unless coverage is indicated in the Declarations or expressly given by an endorsement, the Insurer shall not be liable under this contract while:

- (i) the automobile is rented or leased to another;
- (ii) the automobile is used to carry explosives, or to carry radioactive material for research, education, development or industrial purposes, or for purposes incidental thereto;
- (iii) the automobile is used as a taxicab, bus, livery or sightseeing conveyance.

## 7. CONDITIONS

This contract is subject to the Civil Code of Quebec, the Code of Civil Procedure of Quebec, the *Automobile Insurance Act* and its regulations and the *Act respecting off-highway vehicles* if applicable.

(a) Representation of risk

The client, and the Insured if the Insurer requires it, is bound to represent all the facts known to him which are likely to materially influence an insurer in the setting of the premium, the appraisal of the risk or the decision to cover it, but he is not bound to represent facts known to the Insurer or which from their notoriety he is presumed to know, except in answer to inquiries.

The client means the person submitting an insurance application.

(b) Material Change in Risk

The Insured shall promptly notify the Insurer of any change that increases the risks stipulated in the policy and that results from events within his control if it is likely to materially influence an insurer in setting the rate of the premium, appraising the risk or deciding to continue to insure it.

On being notified of any material change in the risk, the Insurer may, under Condition (u), cancel the contract or propose, in writing, a new rate of premium. Unless the new premium is accepted and paid by the Insured within thirty (30) days of the proposal, the policy ceases to be in force.

If the Insurer continues to accept the premiums or if he pays an indemnity after a loss, he is deemed to have acquiesced in the change notified to him.

(c) Misrepresentations or Concealment

Section A of the policy may be nullified at the instance of the Insurer where the Insured or the client has misrepresented or concealed relevant facts mentioned in Condition (u) and in the first paragraph of Condition (b) which are likely to materially influence a reasonable insurer in the decision to cover the risk. Unless such misrepresentation or concealment is established, the Insurer remains liable towards the Insured for such proportion of the indemnity as the premium he collected bears to the premium he should have collected.

Sections B of endorsement Q.E.F. No.6-94 may be nullified at the instance of the Insurer where the Insured or the client has misrepresented or concealed relevant facts mentioned in Condition (a) and in the first paragraph of Condition (b) which are likely to materially influence a reasonable insurer, even in respect of losses not connected with the risk so misrepresented or concealed. Unless the bad faith of the Insured or the client is established or unless it is established that the Insurer would not have covered the risk if he had known the true facts, the Insurer remains liable towards the Insured for such proportion of the indemnity as the premium he collected bears to the premium he should have collected.

(d) Breach of Warranty

A breach of warranty aggravating the risk suspends the coverage. The suspension ceases upon the acquiescence of the Insurer or the remedy of the breach.

(e) Prohibited Use

The Insured shall not drive or operate the automobile nor permit the use of the automobile by others:

- (i) unless the driver is for the time being authorized by law or qualified to drive or operate the automobile, or while he is under sixteen (16) years of age or under such other age as is prescribed by law to drive an automobile;
- (ii) for any illicit trade or transportation;
- (iii) in any race or speed test.

(f) Inspection of Automobile

The Insurer shall be permitted at all reasonable times to inspect the automobile and its equipment.

(g) Notice of loss

The Insured shall notify the Insurer of any loss which may give rise to an indemnity, as soon as he becomes aware of it. Any interested person may give such notice.

The failure to fulfil the obligation set out in the preceding paragraph entails forfeiture of the right to indemnity where such failure has caused prejudice to the Insurer.

(h) Information to be provided

At request of the Insurer, the Insured shall inform the Insurer as soon as possible of all the circumstances surrounding the loss, including its probable cause, the nature and extent of the damage, the location of the insured property, the rights of third parties, and any concurrent insurance; he shall also furnish him with vouchers and swear or warrant to the truth of the information.

Where, for a serious reason, the Insured is unable to fulfil such obligation, he is entitled to a reasonable time in which to do so. If the Insured fails to fulfil his obligation, any interested person may do so on his behalf. In addition, the Insured shall forthwith send to the Insurer a copy of any notice, letter, summons or proceeding received in connection with a claim.

(i) Deceitful Representation

Any deceitful representation relating to a loss entails the loss of the right of the person making it to any indemnity in respect of the risk to which the representation relates.

However, if the occurrence of the event insured against entails the loss of both property for occupational use and personal property, forfeiture is incurred only with respect to the class of property to which the representation relates.

(j) Abandonment, Safeguarding and Examination of Property

The Insured may not abandon the damaged property if there is no agreement to that effect with the Insurer.

The Insured shall facilitate the salvage and inspection of the insured property by the Insurer. He shall, in particular, permit the Insurer and his representatives to visit the premises and examine the insured automobile and its equipment.

In addition, the Insured shall at the expense of the Insurer, and as far as reasonably possible, protect the automobile from further loss or damage, and any such further loss or damage accruing directly or indirectly from a failure to protect shall not be recoverable hereunder. No repairs shall be undertaken or any physical evidence of the loss or damage removed without the written consent of the Insurer, except such repairs as are immediately necessary for the protection of the automobile from further loss or damage, or until the Insurer has had a reasonable time to make the examination provided for in Condition (f).

(k) Admission of Liability and Cooperation

No transaction made without the consent of the Insurer may be set up against him.

The Insured shall not admit any liability nor settle or attempt to settle any claim, except at his own cost.

The Insured shall cooperate with the Insurer in the processing of all claims.

(l) Valuation and Manner of Payment

The Insurer shall not be liable beyond the actual cash value of the automobile at the time any loss or damage occurs, and the loss or damage shall be ascertained or estimated with proper deduction for depreciation, however caused, and shall in no event exceed what it would cost to repair or replace the automobile or any part thereof with material of like kind and quality provided that in the event of any part of the automobile being obsolete and out of stock, the liability of the Insurer in respect thereof shall be limited to the value of original equipment manufacturer parts at the time of loss or damage not exceeding the manufacturer's latest list price.

For the purpose of the above coverage, the value of damages caused to the automobile shall be based on original equipment manufacturer parts where the age of the automobile and mileage are less than two (2) years and forty thousand (40 000) kilometres, or less than one (1) year in the case of an automobile used for commercial purposes. Where the age and mileage are greater, such value may be based on similar automobile parts. However, the Insured may opt for original equipment manufacturer, if available, by communicating such option to the Insurer at the time of the notice of loss. The Insurer shall then specify the applicable conditions and additional costs that the Insured shall assume as a result of such option.

In the event of a total or constructive total loss, the Insurer agrees, at the option of the Insured and subject to supporting evidence, to cover reasonable expenses incurred to restore the automobile to the same condition as it was before the loss.

Except where an arbitration has been made and subject to the rights of preferred and hypothecary creditors, the Insurer, instead of making payment may, within a reasonable time, repair, rebuild or replace the property damaged or lost with other of like kind and quality, giving written notice of its intention so to do within seven (7) days after the receipt of the proofs of loss.

In all cases, the salvage, if any, shall revert to the Insurer.

(m) Arbitration in Case of Disagreement

In the event of disagreement as to the nature, extent or amount of the loss or damage or as to the adequacy of repairs or replacements, such questions shall be determined by arbitration before recovery can be made under this contract, whether the right to recover on this contract is disputed or not, and independently of all other questions.

The Insured and the Insurer shall each select one appraiser, and the two (2) so chosen shall then select a disinterested arbitrator. Thereafter the two (2) appraisers together shall estimate or appraise the loss or damage, stating separately sound value and damage, or determine the adequacy of repairs or replacements, and, failing to agree, shall submit their differences to the arbitrator.

In case either party fails to name an appraiser within seven (7) clear days after being served with written notice so to do, or in case the appraisers fail to agree upon an arbitrator within fifteen (15) days after their appointment, or in case an appraiser or arbitrator refuses to act or is incapable of acting, or dies, a Judge of a Court having jurisdiction where the arbitration is to be held may appoint such appraiser or arbitrator on the application of the Insured or of the Insurer.

The arbitration award shall be made in writing by the two appraisers, or by one appraiser and the arbitrator. For the surplus, the procedure provided in Sections 940 to 951.2 of the Code of Civil Procedure of Quebec shall apply mutatis mutandis. Each party shall pay the appraiser selected by him, and shall bear equally the expenses of the arbitration.

(n) Non-Waiver

Neither the Insurer nor the Insured shall be deemed to have waived any term or condition of this contract by any act relating to arbitration or to the delivery and completion of proofs of loss, or to the investigation or adjustment of the claim.

(o) Time of Payment

Claims under Section B shall be paid within sixty (60) days after receipt of notice of loss or of information or proof of loss required by the Insurer or, where an arbitration is held, within fifteen (15) days after award is accepted by the Insured.

Continuation of Coverage

Coverage is maintained after a loss.

(q) Prescription

Every action against the Insurer under this contract is prescribed by three (3) years from the date the right of action has arisen.

(r) Subrogation

The Insurer shall be subrogated to the extent of the amount paid under this contract to the rights of the Insured against persons responsible for the loss except when they are members of the Insured's household.

The Insurer may be fully or partly released from his obligation towards the Insured where, owing to any act of the Insured, he cannot be so subrogated.

(s) Other Liability Insurance

Insurance under a contract evidenced by a valid owner's policy is, in respect of liability arising from or occurring in connection with the ownership, use or operation of an automobile owned by the Insured named in the policy and within the description or definition thereof in the policy, a first loss insurance, and insurance attaching under any other valid motor vehicle liability policy is excess insurance only.

However, insurance evidenced by a valid garage policy, not describing the specific automobile(s) insured, shall in respect to non-owned or customers' automobiles while being used, operated or worked upon in the course of the policyholder's business as a garage be a first loss insurance and insurance attaching under any other valid motor vehicle policy shall be excess insurance only.

(t) Renewal of Contract

This contract shall be renewed of right, for the same premium and for the same period, at expiry, unless notice to the contrary is given by the Insurer or the Insured; if given by the Insurer, the notice of non-renewal or of a change in the premium must be sent to the Insured, at his last known address, not later than the thirty (30) days preceding the date of expiry, counting that date.

Where the Insured deals through a broker, the notice provided for in the first paragraph is sent by the Insurer to the broker, the latter being entrusted to remit it to the Insured.

(u) Cancellation

This contract may be cancelled at any time:

- (i) by each of the Named Insureds giving mere written notice to the Insurer. Cancellation takes effect upon receipt of the notice by the Insurer and the Insured shall therefore be entitled to a refund of the excess of the premium actually paid over the premium earned for the time the contract has been in force, on the basis of the Cancellation Table herein;
- (ii) within sixty (60) days after its coming into force, by the Insurer giving written notice to each Named Insured. Cancellation takes effect fifteen (15) days following receipt of such notice by the Named Insured at his last known address.

At the expiry of such period of sixty days, the contract shall not be cancelled by the Insurer except in the case of an aggravation of risk which is likely to materially influence a reasonable insurer in the decision to continue to insure, or when the premium has not been paid. The Insurer so wishing to cancel the contract shall notify each Named Insured in writing; cancellation takes effect thirty (30) days following receipt of such notice by the Named Insured at his last known address or, if the Described Automobile, with the exception of a school bus, is an automobile contemplated in Title VIII.1 of the Highway Safety Code, fifteen (15) days after receipt of the notice.

The Insurer shall refund the excess of the premium actually paid over the earned premium computed on a day to day basis.

Where one or more of the Named Insureds have been mandated to receive or send the notices provided for under paragraph (i) or (ii) above, notices sent or received by them shall be deemed to have been sent or received by all Named Insureds.

In this Condition, the words premium actually paid mean the premium actually paid by the Insured to the Insurer or its agent, but do not include any premium or part thereof paid to the Insurer by an agent unless actually paid to the agent by the Insured.

(v) Notice

Any notice to the Insurer may be sent by any recognized means of communication to the Insurer or its authorized representative. Notice may be given to the Named Insured by letter personally delivered to him or by mail addressed to him at his last known address.





LI-7 (0904)  
Employee Benefit Programs  
Liability Insurance

Throughout this policy the words "you" and "yours" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance. Words and phrases in bold have special meaning as defined in Definition Section.

**1. INSURING AGREEMENT**

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We will pay those sums that the **Insured** becomes legally obligated to pay as compensatory damages on account of any claim made against any **insured** because of a **wrongful act** in the **administration** of your **employee benefit programs**, provided that the claim is first made during the **policy period** within Canada, its territories or possessions.

A claim by a person or organization seeking compensatory damages will be deemed to have been made when notice of such claim is received and recorded by any **insured** or by us, whichever comes first.

The amount we will pay for compensatory damages is limited as described under LIMITS OF INSURANCE and DEDUCTIBLE.

**2. SUPPLEMENTARY PAYMENTS**

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With respect to such insurance as is afforded by this policy:

- (a) we shall have the right and duty to defend any suit against the **insured** seeking damages payable under the terms of this policy, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation, negotiation and settlement as we deem expedient;
- (b) we shall pay or reimburse:
  - (i) all premiums on bonds to release attachments for an amount not in excess of the limit of insurance;
  - (ii) all premiums on appeal bonds required in any such defended suit, but without any obligation to apply for or furnish such bonds;
  - (iii) all costs taxed against the **insured** in any civil action we defend and any interest accruing after entry of judgment (or, in those jurisdictions where statute prescribes interest from some other date, from such prescribed date) upon that part of the judgment which is within the limit of insurance;
  - (iv) all reasonable expenses (other than loss of earnings) incurred at our request.

The amounts so incurred except settlement of claims or suits are payable in addition to the limits of insurance.

**3. LIMITS OF INSURANCE**

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- (a) The Limits of Insurance stated in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - (i) **insureds** ;
  - (ii) claims made or suits brought; or
  - (iii) persons or organizations making claims or bringing suits.
- (b) The Aggregate Limit is the most we will pay for all compensatory damages with respect to all claims covered by this insurance and made during the **policy period**.
- (c) Subject to (b) above, the Each Loss Limit is the most we will pay for all compensatory damages arising out of any one loss. Claims based on or arising out of the same act interrelated acts, or one or more series of similar acts, of one or more **Insureds** shall be considered a single loss.

**4. DEDUCTIBLE**

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Our obligation to pay compensatory damages on your behalf applies only to the amount of compensatory damages in excess of the deductible amount stated in the Declarations. The deductible amount applies to all compensatory damages because of loss sustained by one person or organization as the result of any **wrongful act**.

The terms of this insurance, including those with respect to:

- (a) our right and duty to defend any suit seeking those damages; and
- (b) your duties in the event of an occurrence, claim or suit apply irrespective of the application of the deductible amount.

## 5. EXCLUSIONS

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This insurance does not apply to:

- (a) any claim for failure of performance of contract by any insurer;
- (b) any claim based upon:
  - (i) the **insured**'s failure to comply with any law concerning workmen's compensation, employment insurance, social security, disability benefits or any similar law;
  - (ii) failure of any investment plan to perform as represented by an **insured**;
  - (iii) advice given by an **insured** to an employee to participate or not to participate in any investment plan;
- (c) claims made against the **insured** for **wrongful acts** known to any **insured**:
  - (i) before the effective date of this insurance; or
  - (ii) if this policy is part of a series of consecutive renewals issued by us, before the effective date of the first policy issued by us.

## 6. DEFINITIONS

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**Administration** means:

- (a) giving counsel to employees with respect to the **employee benefit programs**;
- (b) interpreting the **employee benefit programs**;
- (c) handling of records in connection with the **employee benefit programs**;
- (d) effecting enrollment termination or cancellation of employees under the **employee benefit programs**;

provided all such acts are authorized by you.

**Insured**

Each of the following is an insured under this insurance to the extent set forth below:

- (a) if the Named Insured is designated in the Declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor;
- (b) if the Named Insured is designated in the Declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (c) if the Named Insured is designated in the Declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;
- (d) any employee of the Named Insured while acting in the **administration** of the **employee benefit programs**.

**Employee benefit programs** means group life insurance, group health insurance, pension plans, investment plans, workers compensation, unemployment insurance, social security and disability benefits.

**Policy period** means the period of one year following the effective date and hour of this policy or any anniversary thereof, or if the time between the effective date or any anniversary and the termination of the policy is less than one year, such lesser period.

If the **policy period** is extended after issuance for an additional period of less than twelve (12) months, the additional period will be deemed part of the last preceding period for the purpose of determining the Limit of Insurance.

**Wrongful act** means any actual or alleged breach of duty, neglect error, misstatement, misleading statement, omission or other act done or wrongfully attempted by an **insured** or any matter claimed, against an **insured**, by reason of or in connection with the **administration** of the **employee benefit programs**.



Applicable to Commercial General Liability Insurance.

Words in bold have special meaning as defined in Section 6. DEFINITIONS and in the Commercial General Liability Form except when otherwise defined therein.

## 1. INSURING AGREEMENT

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- (a) Coverage is extended to cover any **loss** that the **Insured** becomes legally obligated to pay as **compensatory damages** because of a **wrongful act** related to **employment practices** committed during the **policy period**. The Insurer will have the right and duty to defend the **Insured** against any **action** seeking those **compensatory damages**. However, the Insurer will have no duty to defend the **Insured** against any **action** seeking **compensatory damages** for a **loss** to which this insurance does not apply.

The Insurer may, at its discretion, investigate any **loss** and settle any claim or **action** that may result. But:

- (i) the amount the Insurer will pay for **compensatory damages** is limited as described in Section 2. LIMITS OF INSURANCE AND DEDUCTIBLE; and
- (ii) the Insurer's right and duty to defend ends when the Insurer has used up the applicable limit of insurance in the payment of judgments or settlements.
- (b) For the purpose of determining the applicability of this insurance, all **wrongful acts** related to **employment practices** involving the same **Insured**, regardless of the number or type of **wrongful acts**, shall be deemed to have occurred on the date of the first **wrongful act**.

## 2. LIMITS OF INSURANCE AND DEDUCTIBLE

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- (a) The General Aggregate Limit is the most the Insurer will pay under this insurance during the **policy period** for the sum of **compensatory damages** arising out of any one **loss** to which this insurance apply.
- (b) The Each Loss Limit is the most the Insurer will pay under this insurance for the sum of **compensatory damages** arising out of any one **loss**.
- (c) The obligation of the Insurer to pay **compensatory damages** on the behalf of the **Insured** applies only to the amount of **compensatory damages** in excess of any deductible amount stated in the Declarations Page.
- (d) Claims or **actions** arising out of interrelated circumstances shall be considered a single **loss**.

## 3. EXCLUSIONS

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This insurance shall not apply to:

- (a) **losses**, other than defense costs, which constitute:
- (i) **benefits** due, or to become due, or the equivalent value of such **benefits** except where such **loss** is based upon a claim or **action** for actual or alleged wrongful dismissal, discharge or termination of employment;
- (ii) salary, wages, **benefits** or any other cost or expense the **Insured** shall incur or be required to pay as economic relief if the **Named Insured** is ordered, pursuant to a judgment or final adjudication, but fails to reinstate the claimant as an **employee**;
- (iii) the costs of compliance with or the satisfaction or remedy of an undertaking, a direction, an order, a violation, a determination or a certificate negotiated, issued, made or committed under the *Employment Equity Act* of Canada, or any costs associated with any accommodation or affirmative action programme required by, pursuant to or ordered under the *Canadian Human Rights Act*; or
- (iv) the costs of compliance with any order for or grant of or agreement to provide injunctive or non-pecuniary relief;
- (b) claims or **actions** arising out of any violation of an obligation imposed by any act or regulation related to pay equity, workers' compensation, industrial accidents and occupational disease, occupational health and safety, employment insurance, welfare and social welfare, social security or old age security, retirement benefits or pension plan benefits, disability benefits. However, this exclusion shall not apply to any claim or **action**:

- (i) for actual or alleged discrimination or employment-related; or
  - (ii) arising out of any actual or alleged retaliatory treatment against the claimant by the **Insured** on account of the claimant's exercise of rights pursuant to any such law;
- (c) claims or **actions** arising out of any arrangement or plan related to the value of the stock, shares or security of the **Insured** including any stock purchase, stock-based awards, stock option plans, phantom stock, stock appreciation rights or any stock-based compensation plan;
- (d) claims or **actions** arising out of any act committed by or at the direction of an **Insured** with the intent of contravening any law or any governmental or administrative rider or regulation;
- (e) claims or **actions** arising out of the assumption of liability by the **Insured** in an oral or written contract, but this exclusion does not apply to liability that the **Insured** would have in the absence of the contract;
- (f) claims or **actions** for bodily injury (except mental anguish and emotional distress), sickness, disease or death of any person or damage to or destruction of any tangible property including loss of use thereof;
- (g) claims or **actions** based upon, arising out of any lock-out, strike, picket line, replacement workers, actual or alleged unfair practices or other similar actions resulting from labour disputes or labour negotiations;
- (h) claims or **actions** arising out of:
- (i) the **Insolvency** of the **Insured**; or
  - (ii) the closure of a business operation or location by the **Insured**; or
  - (iii) any re-organization of employees which results, within any sixty-day period, in the termination of the employment of 25% or more of the total workforce of the **Insured**;
- (i) claims made or **actions** brought by relatives of an **employee** or by members of the household of an **employee**;
- (j) claims or **actions** arising out of any damage excluded under the COMMON EXCLUSIONS of the Commercial General Liability Form.

#### 4. COVERAGE TERRITORY

This policy shall only cover claims made or **actions** brought in Canada in respect of **wrongful acts** committed in Canada and based on Canadian law.

#### 5. OTHER INSURANCE

Notwithstanding what is provided for in the GC-1 Form, General Conditions, if the **Insured** has other valid insurance against **compensatory damages** covered by this policy, the policy that applies most specifically to the claim or the **action** shall be primary and the other insurance shall be excess.

#### 6. DEFINITIONS

Whenever used in this Form:

**Action** means a civil proceeding in which damages because of **employment practices** to which this insurance applies are alleged. **Action** includes an arbitration proceeding to which the **Insured** must submit or does submit with the consent of the Insurer.

**Benefits** means perquisites, fringe benefits, payments in connection with an **employee benefit plan** and any other payment, other than salary or wages, to or for the benefit of an **employee** arising out of the employment relationship.

**Employee** means an individual who was, now is or shall be employed by the **Named Insured**.

**Employee benefit plan** means any retirement, pension, supplemental pension, savings, retirement saving, profit sharing, deferred compensation, change of control, insurance, medical, hospital, dental, vision care, drug, sick leave, short term or long term disability, salary continuation, vacation pay or other employee benefit, plan, program, arrangement, policy or practice whether written or oral, formal or informal, funded or unfunded, registered or unregistered that is maintained or otherwise contributed to, or required to be contributed to for the benefit of an **employee**.

**Employment practices** mean:

- (a) wrongful dismissal, discharge or termination of employment;
- (b) breach of any oral or written employment contract;
- (c) violation of any law concerning discrimination in employment;
- (d) employment-related harassment, including sexual harassment or other harassment in the workplace;
- (e) wrongful deprivation of employment or promotion;
- (f) wrongful discipline;
- (g) employment-related invasion of privacy;

- (h) employment-related defamation;
- (i) employment-related wrongful infliction of emotional distress;
- (j) employment-related misrepresentation.

**Insolvency** means:

- (a) the financial position of the **Insured** as a debtor as that term is defined and used within the provisions of the *Bankruptcy and Insolvency Act*, R.S. (1985), c. B-3 and, without limiting the generality of the foregoing, shall occur when any receiver, conservator, liquidator, trustee, sequestrator, court or similar provincial or federal official or a creditor takes control of, supervises, manages or liquidates the **Insured**;
- (b) a reorganization proceeding of the **Insured** under the *Companies' Creditors Arrangement Act*, R.S. (1985), c. C-36.

**Insured**, either in the singular or the plural, means:

- (a) If the **Named Insured** is designated in the Declarations Page as:
  - (i) an individual, the **Named Insured** and the spouse of the **Named Insured** are **Insureds**, but only with respect to the conduct of a business of which the **Named Insured** is the sole owner.
  - (ii) a partnership, limited liability partnership or joint venture, the **Named Insured** is an **Insured**. The members of and the partners in the **Named Insured**, and their spouses are also **Insureds**, but only with respect to the conduct of the business of the **Named Insured**.
  - (iii) a limited liability company, the **Named Insured** is an **Insured**. The members of the **Named Insured** are also **Insureds**, but only with respect to the conduct of the business of the **Named Insured**. The managers of the **Named Insured** are **Insureds**, but only with respect to their duties as managers of the **Named Insured**.
  - (iv) an organization other than a partnership, limited liability partnership, joint venture or limited liability company, the **Named Insured** is an **Insured**. The **officers** and directors of the **Named Insured** are **Insureds**, but only with respect to their duties as the officers or directors of the **Named Insured**. The shareholders of the **Named Insured** are also **Insureds**, but only with respect to their liability as shareholders.
  - (v) a trust, the **Named Insured** is an **Insured**. The trustees of the **Named Insured** are also **Insureds**, but only with respect to their duties as trustees.
- (b) Each of the following is also an **Insured**:
  - (i) the **employees** of the **Named Insured**, but only for acts within the scope of their employment for the **Named Insured**; or
  - (ii) any organization the **Named Insured** newly acquires or forms during the **policy period**, other than a partnership, limited liability partnership or joint venture or limited liability company, and over which the **Named Insured** maintains ownership or majority interest, will qualify as an **Insured** if there is no other similar insurance available to that organization. However:
    - (1) coverage under this provision is afforded only until the ninetieth (90th) day after the **Named Insured** acquires or forms the organization or the end of the **policy period**, whichever is earlier;
    - (2) coverage under this provision does not apply to any **employment practices** that occurred before the **Named Insured** acquired or formed the organization.

**Loss** means **compensatory damages** and defense costs which an **Insured** becomes legally obligated to pay on account of any claims made or **actions** brought against him for a **wrongful act**.

**Named Insured** means the **Named Insured** shown on the Declarations Page.

**Wrongful act** means any negligent act, error, omission, negligence, breach of duty or misleading statement related to **employment practices** actually or allegedly committed or commenced by the **Insured**.

All other terms and conditions of the policy remain unchanged.





Words and phrases in bold have special meaning as defined in the Commercial General Liability Form and in Section 4. DEFINITION.

**1. INSURING AGREEMENT**

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The Insurer will pay for destruction or damage to an **elevator** owned, rented, occupied or used by the **Named Insured**, or in his care, custody or control, and to anything carried thereon, caused by an accidental collision with another object. The collision must occur during the **policy period** and within the **coverage territory**.

**2. EXCLUSIONS**

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This insurance does not apply to:

- a) **property damage** to any property carried which is owned, rented, occupied or used by the **Named Insured**, or in his care, custody or control;
- b) **property damage** to any property carried by an **automobile** servicing hoist, whether or not in service;
- c) **property damage** due directly or indirectly to the breaking, burning out or disrupting of any electrical machine which does not form part of the **elevator**;
- d) **property damage** caused by fire.

**3. LIMIT OF LIABILITY**

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The Insurer will pay the actual cash value of the property at the time of the collision or the applicable amount stated in the Declarations Page, whichever is the lesser.

**4. DEFINITION**

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Whenever used in this Form, **elevator** means:

- a) any hoisting or lowering device to connect floors or landings whether or not in service, and all appliances thereof, including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery, but shall not include:
  - (i) dumbwaiters, the floor area of which does not exceed one (1) square meter, and used exclusively for carrying property;
  - (ii) hod or material hoists used in connection with alterations, construction or demolition operations;
  - (iii) inclined conveyers used exclusively for carrying property;
- b) any **automobile** servicing hoist whether or not in service.

All other terms and conditions of the policy remain unchanged.







Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Words and phrases that appear in bold face are defined in SECTION IV - DEFINITIONS.

## SECTION I - COVERAGES

### COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY

#### 1. INSURING AGREEMENT

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- (a) The Insurer will pay those sums that the **Insured** becomes legally obligated to pay as **compensatory damages** because of **bodily injury** or **property damage** to which this insurance applies. The Insurer will have the right and duty to defend the **Insured** against any **action** seeking those **compensatory damages**. However, the Insurer will have no duty to defend the **Insured** against any **action** seeking **compensatory damages** for **bodily injury** or **property damage** to which this insurance does not apply. The Insurer may, at its discretion, investigate any **occurrence** and settle any claim or **action** that may result. But:
- (i) the amount the Insurer will pay for **compensatory damages** is limited as described in SECTION III - LIMITS OF INSURANCE AND DEDUCTIBLES; and
  - (ii) the Insurer's right and duty to defend ends when the Insurer has used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A, B or D or medical expenses under Coverage C.
- No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS.
- (b) This insurance applies to **bodily injury** and **property damage** only if:
- (i) the **bodily injury** or **property damage** is caused by an **occurrence** that takes place in the **coverage territory**; and
  - (ii) the **bodily injury** or **property damage** occurs during the **policy period**; and
  - (iii) prior to the **policy period**, no **Insured** listed under Paragraph 1. of SECTION II - WHO IS AN INSURED and no **employee** authorized by the **Named Insured** to give or receive notice of an **occurrence** or claim, knew that the **bodily injury** or **property damage** had occurred, in whole or in part. If such a listed **Insured** or authorized **employee** knew, prior to the **policy period**, that the **bodily injury** or **property damage** occurred, then any continuation, change or resumption of such **bodily injury** or **property damage** during or after the **policy period** will be deemed to have been known prior to the **policy period**.
- (c) **Bodily injury** or **property damage** which occurs during the **policy period** and was not, prior to the **policy period**, known to have occurred by any **Insured** listed under Paragraph 1. of SECTION II - WHO IS AN INSURED or any **employee** authorized by the **Named Insured** to give or receive notice of an **occurrence** or claim, includes any continuation, change or resumption of that **bodily injury** or **property damage** after the end of the **policy period**.
- (d) **Bodily injury** or **property damage** will be deemed to have been known to have occurred at the earliest time when any **Insured** listed under Paragraph 1. of SECTION II - WHO IS AN INSURED or any **employee** authorized by the **Named Insured** to give or receive notice of an **occurrence** or claim:
- (i) reports all, or any part, of the **bodily injury** or **property damage** to the Insurer or any other insurer;
  - (ii) receives a written or verbal demand or claim for **compensatory damages** because of the **bodily injury** or **property damage**; or
  - (iii) becomes aware by any other means that **bodily injury** or **property damage** has occurred or has begun to occur.
- (e) **Compensatory damages** because of **bodily injury** include **compensatory damages** claimed by any person or organization for care, loss of services or death resulting at any time from the **bodily injury**.

#### 2. EXCLUSIONS

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This insurance does not apply to:

- (a) Expected or Intended Injury  
**Bodily injury** or **property damage** expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury** resulting from the use of reasonable force to protect persons or property.

(b) **Contractual Liability**  
**Bodily Injury** or **property damage** for which the **Insured** is obligated to pay **compensatory damages** by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for **compensatory damages**:

- (i) that the **Insured** would have in the absence of the contract or agreement; or
- (ii) assumed in a contract or agreement that is an **Insured contract**, provided the **bodily injury** or **property damage** occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an **Insured contract**, reasonable legal fees and necessary litigation expenses incurred by or for a party other than an **Insured** are deemed to be **compensatory damages** because of **bodily injury** or **property damage**, provided:
  - (1) liability to such party for, or for the cost of, that party's defense has also been assumed in the same **insured contract**; and
  - (2) such legal fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which **compensatory damages** to which this insurance applies are alleged.

(c) **Workers' Compensation and Similar Laws**  
Any obligation of the **Insured** under a workers' compensation, disability benefits or unemployment or employment compensation law or any similar law.

(d) **Employer's Liability**  
**Bodily Injury** to:

- (i) an **employee** of the **Insured** arising out of and in the course of:
  - (1) employment by the **Insured**; or
  - (2) performing duties related to the conduct of the **Insured's** business; or
- (ii) the spouse, child, parent, brother or sister of that **employee** as a consequence of Paragraph (d) (i) above.

This exclusion applies:

- a. whether the **Insured** may be liable as an employer or in any other capacity; and
- b. to any obligation to share **compensatory damages** with or repay someone else who must pay **compensatory damages** because of the injury.

This exclusion does not apply to:

- i) liability assumed by the **Insured** under an **Insured contract**; or
- ii) a claim made or an **action** brought by a Canadian resident **employee** on whose behalf contributions are made by or required to be made by the **Insured** under the provisions of any Canadian provincial or territorial workers' compensation law, if cover or benefits have been denied by any Canadian Workers' Compensation Authority.

(e) **Aircraft or Watercraft**  
**Bodily Injury** or **property damage** arising out of the ownership, maintenance, use or entrustment to others by or on behalf of any **Insured** of:

- (i) any aircraft, air cushion vehicle or watercraft owned or operated by or rented or loaned to any **Insured**; or
- (ii) any premises for the purpose of an airport or aircraft landing area and all operations necessary or incidental thereto. This exclusion also applies to **bodily injury** or **property damage** arising out of any work involving construction, installation, repairs or maintenance performed on such premises by or on behalf of the **Insured**.

Use includes operation and **loading or unloading**.

This exclusion applies even if the claims against any **Insured** allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that **Insured**, if the **occurrence** which caused the **bodily injury** or **property damage** involved the ownership, maintenance, use or entrustment to others of any aircraft or watercraft that is owned or operated by or rented or loaned to any **Insured**.

This exclusion does not apply to:

- (1) a watercraft while ashore on premises owned or rented by the **Named Insured**;
- (2) a watercraft the **Named Insured** does not own that is:
  - a. less than eight (8) metres long; and
  - b. not being used to carry persons or property for a charge;

- (3) **bodily injury** to an **employee** of the **Insured** on whose behalf contributions are made by or required to be made by the **Insured** under the provisions of any Canadian provincial or territorial workers' compensation law, if the **bodily injury** results from an **occurrence** involving watercraft.

(f) Automobile

**Bodily injury** or **property damage** arising directly or indirectly, in whole or in part, out of the ownership, maintenance, use or entrustment to others of any **automobile** owned or operated by or rented or loaned to any **Insured**. This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the **bodily injury** or **property damage**.

This exclusion applies to any motorized snow vehicle or its trailers and any vehicle while being used in any speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity.

This exclusion applies even if the claims against any **Insured** allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that **Insured**, if the **occurrence** which caused the **bodily injury** or **property damage** involved the ownership, maintenance, use or entrustment to others of any **automobile** that is owned or operated by or rented or loaned to any **Insured**.

This exclusion does not apply to:

- (i) **bodily injury** to an **employee** of the **Insured** on whose behalf contributions are made by or required to be made by the **Insured** under the provisions of any Canadian provincial or territorial workers' compensation law;
- (ii) **bodily injury** or **property damage** arising out of a defective condition in, or improper maintenance of, any **automobile** owned by the **Insured** while leased to others for a period of thirty (30) days or more provided the lessee is obligated under contract to ensure that the **automobile** is insured;
- (iii) the ownership, use or operation of machinery, apparatus or equipment mounted on or attached to any vehicle while at the site of the use or operation of such equipment.

(g) Damage to Property

**Property damage** to:

- (i) property owned, rented, or occupied by the **Insured**, including any costs or expenses incurred by the **Insured**, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (ii) premises sold, given away or abandoned by the **Insured**, if the **property damage** arises out of any part of those premises;
- (iii) property loaned to the **Insured**;
- (iv) personal property in the **Insured's** care, custody or control;
- (v) that particular part of real property on which the **Insured** or any contractors or subcontractors working directly or indirectly on the **Insured's** behalf are performing operations, if the **property damage** arises out of those operations; or
- (vi) that particular part of any property that must be restored, repaired or replaced because **work** was incorrectly performed on it.

Paragraph (ii) of this exclusion does not apply if the premises are **work** and were never occupied, rented or held for rental by the **Named Insured**.

Paragraphs (iii), (iv), (v) and (vi) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (vi) of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.

(h) Damage to Product

**Property damage** to **product** arising out of it or any part of it.

(i) Damage to Work

**Property damage** to **work** arising out of it or any part of it and included in the **products-completed operations hazard**.

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on the **Named Insured's** behalf by a subcontractor.

(j) Damage to Impaired Property or Property Not Physically Injured

**Property damage** to **impaired property** or property that has not been physically injured, arising out of:

- (i) a defect, deficiency, inadequacy or dangerous condition in the **product** or **work**; or
- (ii) a delay or failure by the **Named Insured** or anyone acting on the **Named Insured's** behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to the **product** or **work** after it has been put to its intended use.

- (k) **Recall of Products, Work or Impaired Property**  
**Compensatory damages** claimed for any loss, cost or expense incurred by the **Named Insured** or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:
- (i) the **product**;
  - (ii) the **work**; or
  - (iii) **Impaired property**;
- if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.
- (l) **Electronic Data**  
**Compensatory damages** arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate **electronic data**.
- (m) **Personal and Advertising Injury**  
**Bodily Injury** arising out of **personal and advertising injury**.
- (n) **Professional Services**  
**Bodily Injury** (other than **Incidental medical malpractice Injury**) or **property damage** due to the rendering of or failure to render by the **Insured** or on the **Insured's** behalf of any **professional services** for others, or any error or omission, malpractice or mistake in providing those services.
- (o) **Abuse**
- (i) Claims or **actions** arising directly or indirectly from **abuse** committed or alleged to have been committed by an **Insured**, including the transmission of disease arising out of any act of **abuse**;
  - (ii) Claims or **actions** based on the **Insured's** practices of **employee** hiring, acceptance of **volunteer workers** or supervision or retention of any person alleged to have committed **abuse**;
  - (iii) Claims or **actions** alleging knowledge by an **Insured** of, or failure to report, the alleged **abuse** to the appropriate authorities.
- (p) Asbestos - see COMMON EXCLUSIONS.
- (q) Fungi or Spores - see COMMON EXCLUSIONS.
- (r) Nuclear - see COMMON EXCLUSIONS.
- (s) Pollution - see COMMON EXCLUSIONS.
- (t) Terrorism - see COMMON EXCLUSIONS.

## COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY

### 1. INSURING AGREEMENT

- (a) The Insurer will pay those sums that the **Insured** becomes legally obligated to pay as **compensatory damages** because of **personal and advertising injury** to which this insurance applies. The Insurer will have the right and duty to defend the **Insured** against any **action** seeking those **compensatory damages**. However, the Insurer will have no duty to defend the **Insured** against any **action** seeking **compensatory damages** for **personal and advertising injury** to which this insurance does not apply. The Insurer may, at its discretion, investigate any offense and settle any claim or **action** that may result. But:
- (i) the amount the Insurer will pay for **compensatory damages** is limited as described in SECTION III - LIMITS OF INSURANCE AND DEDUCTIBLES; and
  - (ii) the Insurer's right and duty to defend end when the Insurer has used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A, B or D or medical expenses under Coverage C.
- No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.
- (b) This insurance applies to **personal and advertising Injury** caused by an offense arising out of the **Named Insured's** business but only if the offense was committed in the **coverage territory** during the **policy period**.

## 2. EXCLUSIONS

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This insurance does not apply to:

- (a) **Knowing Violation of Rights of Another**  
**Personal and advertising injury** caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**.
- (b) **Material Published With Knowledge of Falsity**  
**Personal and advertising injury** arising out of oral or written publication of material, if done by or at the direction of the **Insured** with knowledge of its falsity.
- (c) **Material Published Prior to Policy Period**  
**Personal and advertising injury** arising out of oral or written publication of material whose first publication took place before the beginning of the **policy period**.
- (d) **Criminal Acts**  
**Personal and advertising injury** arising out of a criminal act committed by or at the direction of the **Insured**.
- (e) **Contractual Liability**  
**Personal and advertising injury** for which the **Insured** has assumed liability in a contract or agreement. This exclusion does not apply to liability for **compensatory damages** that the **Insured** would have in the absence of the contract or agreement.
- (f) **Breach of Contract**  
**Personal and advertising injury** arising out of a breach of contract, except an implied contract to use another's advertising idea in the **Named Insured's advertisement**.
- (g) **Quality or Performance of Goods - Failure to Conform to Statements**  
**Personal and advertising injury** arising out of the failure of goods, products or services to conform with any statement of quality or performance made in the **Named Insured's advertisement**.
- (h) **Wrong Description of Prices**  
**Personal and advertising injury** arising out of the wrong description of the price of goods, products or services stated in the **Named Insured's advertisement**.
- (i) **Infringement of Copyright, Patent, Trademark or Trade Secret**  
**Personal and advertising injury** arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.  
  
However, this exclusion does not apply to infringement, in the **Named Insured's advertisement**, of copyright, trade dress or slogan.
- (j) **Insureds in Media and Internet Type Businesses**  
**Personal and advertising injury** committed by an **Insured** whose business is:
  - (i) advertising, broadcasting, publishing or telecasting;
  - (ii) designing or determining content of web-sites for others; or
  - (iii) an Internet search, access, content or service provider.  
However, this exclusion does not apply to Paragraphs (a), (b) and (c) of the definition of **personal and advertising injury** under the SECTION IV - DEFINITIONS.  
  
For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for the **Named Insured** or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.
- (k) **Electronic Chatrooms or Bulletin Boards**  
**Personal and advertising injury** arising out of an electronic chatroom or bulletin board the **Insured** hosts, owns, or over which the **Insured** exercises control.
- (l) **Unauthorized Use of Another's Name or Product**  
**Personal and advertising injury** arising out of the unauthorized use of another's name or product in the e-mail address of the **Insured**, domain name or metatag, or any other similar tactics to mislead another's potential customers.
- (m) Asbestos - see COMMON EXCLUSIONS.
- (n) Fungi or Spores - see COMMON EXCLUSIONS.
- (o) Nuclear - see COMMON EXCLUSIONS.
- (p) Pollution - see COMMON EXCLUSIONS.
- (q) Terrorism - see COMMON EXCLUSIONS.

## COVERAGE C - MEDICAL PAYMENTS

### 1. INSURING AGREEMENT

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(a) The Insurer will pay medical expenses as described below for **bodily injury** caused by an accident:

- (i) on premises owned or rented by the **Named Insured**;
- (ii) on ways next to premises owned or rented by the **Named Insured**; or
- (iii) because of the **Named Insured's** operations;

provided that:

- (1) the accident takes place in the **coverage territory** and during the **policy period**;
- (2) the expenses are incurred and reported to the Insurer within one (1) year of the date of the accident; and
- (3) the injured person submits to examination, at the Insurer's expense, by physicians of the Insurer's choice as often as reasonably required by the Insurer.

(b) The Insurer will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance as described in SECTION III - LIMITS OF INSURANCE AND DEDUCTIBLES. The Insurer will pay reasonable expenses for:

- (i) first aid administered at the time of an accident;
- (ii) necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (iii) necessary ambulance, hospital, professional nursing and funeral services.

### 2. EXCLUSIONS

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The Insurer will not pay expenses for **bodily injury**:

- (a) Any Insured  
To any **Insured**, except **volunteer workers**.
- (b) Hired Person  
To a person hired to do work for or on behalf of any **Insured** or a tenant of any **Insured**.
- (c) Injury on Normally Occupied Premises  
To a person injured on that part of premises owned or rented by the **Named Insured** that the person normally occupies.
- (d) Workers' Compensation and Similar Laws  
To a person, whether or not an **employee** of any **Insured**, if benefits for the **bodily injury** are payable or must be provided under a workers' compensation or disability benefits law or a similar law.
- (e) Athletics Activities  
To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.
- (f) Products-Completed Operations Hazard  
Included within the **products-completed operations hazard**.
- (g) Coverage A Exclusions  
Excluded under Coverage A.

## COVERAGE D - TENANTS' LEGAL LIABILITY

### 1. INSURING AGREEMENT

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(a) The Insurer will pay those sums that the **Insured** becomes legally obligated to pay as **compensatory damages** because of **property damage** to which this insurance applies. This insurance applies only to **property damage** to premises of others rented to, or occupied by, the **Named Insured**. The Insurer will have the right and duty to defend the **Insured** against any **action** seeking those **compensatory damages**. However, the Insurer will have no duty to defend the **Insured** against any **action** seeking **compensatory damages** for **property damage** to which this insurance does not apply. The Insurer may, at its discretion, investigate any **occurrence** and settle any claim or **action** that may result. But:

- (i) the amount the Insurer will pay for **compensatory damages** is limited as described in SECTION III - LIMITS OF INSURANCE AND DEDUCTIBLES; and
- (ii) the Insurer's right and duty to defend ends when the Insurer has used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A, B or D or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS.

- (b) This insurance applies to **property damage** only if:
- (i) the **property damage** is caused by an **occurrence** that takes place in the **coverage territory**;
  - (ii) the **property damage** occurs during the **policy period**; and
  - (iii) prior to the **policy period**, no **Insured** listed under Paragraph 1 of SECTION II - WHO IS AN INSURED and no **employee** authorized by the **Named Insured** to give or receive notice of an **occurrence** or claim, knew that the **property damage** had occurred, in whole or in part. If such a listed **Insured** or authorized **employee** knew, prior to the **policy period**, that the **property damage** occurred, then any continuation, change or resumption of such **property damage** during or after the **policy period** will be deemed to have been known prior to the **policy period**.
- (c) **Property damage** which occurs during the **policy period** and was not, prior to the **policy period**, known to have occurred by any **Insured** listed under Paragraph 1. of SECTION II - WHO IS AN INSURED or any **employee** authorized by the **Named Insured** to give or receive notice of an **occurrence** or claim, includes any continuation, change or resumption of that **property damage** after the end of the **policy period**.
- (d) **Property damage** will be deemed to have been known to have occurred at the earliest time when any **Insured** listed under Paragraph 1. of SECTION II - WHO IS AN INSURED or any **employee** authorized by the **Named Insured** to give or receive notice of an **occurrence** or claim:
- (i) reports all, or any part, of the **property damage** to the Insurer or any other insurer;
  - (ii) receives a written or verbal demand or claim for **compensatory damages** because of the **property damage**; or
  - (iii) becomes aware by any other means that **property damage** has occurred or has begun to occur.

## 2. EXCLUSIONS

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This insurance does not apply to:

- (a) Expected or Intended Injury  
**Property damage** expected or intended from the standpoint of the **Insured**.
- (b) Contractual Liability  
**Property damage** for which the **Insured** is obligated to pay **compensatory damages** by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for **compensatory damages**:
  - (i) that the **Insured** would have in the absence of the contract or agreement; or
  - (ii) assumed in a contract or agreement that is an **Insured contract**, provided the **property damage** occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an **Insured contract**, reasonable legal fees and necessary litigation expenses incurred by or for a party other than an **Insured** are deemed to be **compensatory damages** because of **property damage**, provided:
    - (1) liability to such party for, or for the cost of, that party's defense has also been assumed in the same **Insured contract**; and
    - (2) such legal fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which **compensatory damages** to which this insurance applies are alleged.
- (c) Asbestos - see COMMON EXCLUSIONS.
- (d) Fungi or Spores - see COMMON EXCLUSIONS.
- (e) Nuclear - see COMMON EXCLUSIONS.
- (f) Pollution - see COMMON EXCLUSIONS.
- (g) Terrorism - see COMMON EXCLUSIONS.

## COMMON EXCLUSIONS

This insurance does not apply to:

### 1. ASBESTOS

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**Bodily Injury, property damage or personal and advertising injury** related to or arising from any actual or alleged liability for any legal remedy of any kind whatsoever (including but not limited to damages, interest, mandatory or other injunctive relief, statutory orders or penalties, legal or other costs, or expenses of any kind) in respect of actual or threatened loss, damage, cost or expense directly or indirectly caused by, resulting from, in consequence of or in any way involving, asbestos or any materials containing asbestos in whatever form or quantity.

This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the **bodily injury, property damage or personal and advertising injury**.

## 2. FUNGI OR SPORES

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- (a) **Bodily injury, property damage or personal and advertising injury** or any other cost, loss or expense incurred by others, arising directly or indirectly from the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, presence of, spread of, reproduction, discharge or other growth of any **fungi or spores** however caused, including any costs or expenses incurred to prevent, respond to, test for, monitor, abate, mitigate, remove, clean up, contain, remediate, treat, detoxify, neutralize, assess or otherwise deal with or dispose of **fungi or spores**;
- (b) Any supervision, instructions, recommendations, warnings, or advice given or which should have been given in connection with (a) above; or
- (c) Any obligation to pay damages, share damages with or repay someone else who must pay damages because of such injury or damage referred to in (a) or (b) above.

This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the **bodily injury, property damage or personal and advertising injury**.

This exclusion does not apply to **bodily injury or property damage** included in the **products-completed operations hazard** arising directly or indirectly from **fungi or spores** that are found in or on, or are, the **product**, and are intended to be:

- (i) applied topically to humans or animals; or
- (ii) ingested by humans or animals

For the purpose of the following exception:

**Property damage** means physical injury to animals.

**Products-completed operations hazard** means all **bodily injury and property damage** that arises out of the **product** provided the **bodily injury or property damage** occurs after the **Named Insured** has relinquished physical possession of the **product**.

## 3. NUCLEAR ENERGY LIABILITY

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- (a) Liability imposed by or arising from any nuclear liability act, law or statute, or any law amendatory thereof;
- (b) **Bodily injury, property damage or personal and advertising injury** with respect to which an **Insured** under this policy is also insured under a contract of nuclear energy liability insurance (whether the **Insured** is unnamed in such contract and whether or not it is legally enforceable by the **Insured**) issued by the Nuclear Insurance Association of Canada or any other insurer or group or pool of insurers or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability;
- (c) **Bodily injury, property damage or personal and advertising injury** resulting directly or indirectly from the **nuclear energy hazard** arising from:
- (i) the ownership, maintenance, operation or use of a **nuclear facility** by or on behalf of an **Insured**;
  - (ii) the furnishing by an **Insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **nuclear facility**;
  - (iii) the possession, consumption, use, handling, disposal or transportation of **fissionable substances**, or of other **radioactive material** (except radioactive isotopes, away from a nuclear facility, which have reached the final stage of fabrication so as to be useable for any scientific, medical, agricultural, commercial or industrial purpose) used, distributed, handled or sold by an **Insured**.

This exclusion applies regardless of any other contributing or aggravating cause or event that contribute concurrently or in any sequence to the **bodily injury, property damage or personal and advertising injury**.

## 4. POLLUTION

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- (a) **Bodily injury, property damage or personal and advertising injury** arising out of the actual, alleged or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of **pollutants**:
- (i) at or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any **Insured**. However, this subparagraph does not apply to:
    - (1) **bodily injury** if sustained within a building and caused by smoke, fumes, vapour or soot from equipment used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
    - (2) **bodily injury or property damage** for which the **Named Insured** may be held liable, if the **Named Insured** is a contractor and the owner or lessee of such premises, site or location has been added to this policy as an additional insured with respect to the **Named Insured's** ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any **Insured**, other than that additional insured; or



- (3) **bodily injury or property damage** arising out of heat, smoke or fumes from a **hostile fire**;
- (ii) at or from any premises, site or location which is or was at any time used by or for any **Insured** or others for the handling, storage, disposal, processing or treatment of waste;
- (iii) which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
  - (1) any **Insured**; or
  - (2) any person or organization for whom the **Insured** may be legally responsible; or
- (iv) at or from any premises, site or location on which any **Insured** or any contractors or subcontractors working directly or indirectly on any **Insured's** behalf are performing operations if the **pollutants** are brought on or to the premises, site or location in connection with such operations by such **Insured**, contractor or subcontractor. However, this subparagraph does not apply to:
  - (1) **bodily injury or property damage** arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of mobile equipment or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the **bodily injury or property damage** arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such **Insured**, contractor or subcontractor;
  - (2) **bodily injury or property damage** sustained within a building and caused by the release of gases, fumes or vapours from materials brought into that building in connection with operations being performed by, or on behalf of, the **Named Insured** by a contractor or subcontractor; or
  - (3) **Bodily injury or property damage** arising out of heat, smoke or fumes from a **hostile fire**.
- (v) at or from any premises, site or location on which any **Insured** or any contractors or subcontractors working directly or indirectly on any **Insured's** behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, **pollutants**.
- (b) Any loss, cost or expense arising out of any:
  - (i) request, demand, order or statutory or regulatory requirement that any **Insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, **pollutants**; or
  - (ii) claim or **action** by or on behalf of a governmental authority for **compensatory damages** because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, **pollutants**.

However, this Paragraph (b) does not apply to liability for **compensatory damages** because of **property damage** that the **Insured** would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or **action** by or on behalf of a governmental authority.

## 5. TERRORISM

**Bodily injury, property damage or personal and advertising injury** arising directly or indirectly, in whole or in part, out of **terrorism** or out of any activity or decision of a government agency or other entity to prevent, respond to or terminate **terrorism**. This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the **bodily injury, property damage or personal and advertising injury**.

## SUPPLEMENTARY PAYMENTS

1. The Insurer will pay, with respect to any claim the Insurer investigates or settles, or any **action** against an **Insured** the Insurer defends:
  - (a) all expenses the Insurer incurs.
  - (b) the cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. The Insurer does not have to furnish these bonds.
  - (c) all reasonable expenses incurred by the **Insured** at the Insurer's request to assist in the investigation or defense of the claim or **action**, including actual loss of earnings up to \$250 a day because of time off from work.
  - (d) all costs assessed or awarded against the **Insured** in the **action**.
  - (e) any interest accruing after entry of judgment upon that part of the judgment which is within the applicable limit of insurance and before the Insurer has paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If the Insurer defends an **Insured** against an **action** and an indemnitee of the **Insured** is also named as a party to the **action**, the Insurer will defend that indemnitee if all of the following conditions are met:
- (a) the **action** against the indemnitee seeks **compensatory damages** for which the **Insured** has assumed the liability of the indemnitee in a contract or agreement that is an **Insured contract**;
  - (b) this insurance applies to such liability assumed by the **Insured**;
  - (c) the obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the **Insured** in the same **Insured contract**;
  - (d) the allegations in the **action** and the information the Insurer knows about the **occurrence** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;
  - (e) the indemnitee and the **Insured** ask the Insurer to conduct and control the defense of that indemnitee against such **action** and agree that the Insurer can assign the same counsel to defend the **Insured** and the indemnitee; and
  - (f) the indemnitee:
    - (i) agrees in writing to:
      - (1) cooperate with the Insurer in the investigation, settlement or defense of the **action**;
      - (2) immediately send to the Insurer copies of any demands, notices, summonses or legal papers received in connection with the **action**;
      - (3) notify any other insurer whose coverage is available to the indemnitee; and
      - (4) cooperate with the Insurer with respect to coordinating other applicable insurance available to the indemnitee; and
    - (ii) provides the Insurer with written authorization to:
      - (1) obtain records and other information related to the **action**; and
      - (2) conduct and control the defense of the indemnitee in such **action**.

So long as the above conditions are met, legal fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2. (b) (ii) of SECTION I - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, such payments will not be deemed to be **compensatory damages** for **bodily injury** and **property damage** and will not reduce the limits of insurance.

The obligation of the Insurer to defend an **Insured's** indemnitee and to pay for legal fees and necessary litigation expenses as Supplementary Payments ends when:

- (a) the Insurer have used up the applicable limit of insurance in the payment of judgments or settlements; or
- (b) the conditions set forth above, or the terms of the agreement described in Paragraph (f) above, are no longer met.

## SECTION II - WHO IS AN INSURED

1. If the **Named Insured** is designated in the Declarations Page as:
- (a) an individual, the **Named Insured** and the spouse of the **Named Insured** are **Insureds**, but only with respect to the conduct of a business of which the **Named Insured** is the sole owner.
  - (b) a partnership, limited liability partnership or joint venture, the **Named Insured** is an **Insured**. The members of and the partners in the **Named Insured**, and their spouses are also **Insureds**, but only with respect to the conduct of the business of the **Named Insured**.
  - (c) a limited liability company, the **Named Insured** is an **Insured**. The members of the **Named Insured** are also **Insureds**, but only with respect to the conduct of the business of the **Named Insured**. The managers of the **Named Insured** are **Insureds**, but only with respect to their duties as managers of the **Named Insured**.
  - (d) an organization other than a partnership, limited liability partnership, joint venture or limited liability company, the **Named Insured** is an **Insured**. The **executive officers** and directors of the **Named Insured** are **Insureds**, but only with respect to their duties as the officers or directors of the **Named Insured**. The shareholders of the **Named Insured** are also **Insureds**, but only with respect to their liability as shareholders.
  - (e) a trust, the **Named Insured** is an **Insured**. The trustees of the **Named Insured** are also **Insureds**, but only with respect to their duties as trustees.
2. Each of the following is also an **Insured**:
- (a) the **volunteer workers** of the **Named Insured** only while performing duties related to the conduct of the business of the **Named Insured**, or the **employees** of the **Named Insured**, other than either the **executive officers** of the **Named Insured** (if the **Named Insured** is an organization other than a partnership, limited liability partnership, joint venture or limited liability company) or the managers of the **Named Insured** (if the **Named Insured** is a limited liability company), but only for acts within the scope of their employment for the **Named Insured** or while performing duties related to the conduct of the business of the **Named Insured**.

However, none of these **employees** or **volunteer workers** are **Insureds** for:

(i) **bodily injury or personal and advertising injury:**

- (1) to the **Named Insured**, to the partners or members of the **Named Insured** (if the **Named Insured** is a partnership, limited liability partnership or joint venture), to the members of the **Named Insured** (if the **Named Insured** is a limited liability company), to a co-employee while in the course of his or her employment or performing duties related to the conduct of the business of the **Named Insured**, or to the other **volunteer workers** of the **Named Insured** while performing duties related to the conduct of the business of the **Named Insured**;
- (2) to the spouse, child, parent, brother or sister of that co-employee or **volunteer worker** as a consequence of Paragraph (i) (1) above;
- (3) for which there is any obligation to share **compensatory damages** with or repay someone else who must pay **compensatory damages** because of the injury described in Paragraphs (i) (1) or (2) above;
- (4) arising out of his or her providing or failing to provide professional health care services; or
- (5) to any person who at the time of injury is entitled to benefits under any workers' compensation or disability benefits law or a similar law.

(ii) **Property damage** to property:

- (1) owned, occupied or used by,
- (2) rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by,

the **Named Insured**, any of the **employees** or **volunteer workers**, any partner or member (if the **Named Insured** is a partnership, limited liability partnership or joint venture), or any member (if the **Named Insured** are a limited liability company) of the **Named Insured**.

- (b) any person (other than the **employee** or **volunteer worker** of the **Named Insured**), or any organization while acting as the real estate manager for the **Named Insured**.
- (c) any person or organization having proper temporary custody of the property of the **Named Insured** if the **Named Insured** dies, but only:
  - (i) with respect to liability arising out of the maintenance or use of that property; and
  - (ii) until the legal representative of the **Named Insured** has been appointed.
- (d) the legal representative of the **Named Insured** if the **Named Insured** dies, but only with respect to duties as such. That representative will have all the rights and duties of the **Named Insured** under this policy.

3. Any organization the **Named Insured** newly acquires or forms, other than a partnership, limited liability partnership or joint venture or limited liability company, and over which the **Named Insured** maintains ownership or majority interest, will qualify as a **Named Insured** if there is no other similar insurance available to that organization. However:

- (a) coverage under this provision is afforded only until the ninetieth (90th) day after the **Named Insured** acquires or forms the organization or the end of the **policy period**, whichever is earlier;
- (b) Coverages A and D does not apply to **bodily injury** or **property damage** that occurred before the **Named Insured** acquired or formed the organization; and
- (c) Coverage B does not apply to **personal and advertising injury** arising out of an offense committed before the **Named Insured** acquired or formed the organization.

No person or organization is an **Insured** with respect to the conduct of any current or past partnership, limited liability partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the Declarations Page.

4. Separation of Insureds, Cross Liability

Except with respect to the Limits of Insurance and any rights or duties specifically assigned in this policy to the first **Named Insured**, this insurance applies:

- (a) as if each **Named Insured** were the only **Named Insured**; and
- (b) separately to each **Insured** against whom claim is made or **action** is brought.

### SECTION III - LIMITS OF INSURANCE AND DEDUCTIBLES

1. The Limits of Insurance shown in the Declarations Page and the rules below fix the most the Insurer will pay regardless of the number of:

- (a) **Insureds**;
- (b) claims made or **actions** brought; or
- (c) persons or organizations making claims or bringing **actions**.

2. The General Aggregate Limit is the most the Insurer will pay during the **policy period** for the sum of:
  - (a) **compensatory damages** under Coverage A, except **compensatory damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**;
  - (b) **compensatory damages** under Coverage B; and
  - (c) **medical expenses** under Coverage C.
3. The Products-Completed Operations Aggregate Limit is the most the Insurer will pay during the **policy period** under Coverage A for **compensatory damages** because of **bodily injury** and **property damage** included in the **products-completed operations hazard**.
4. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most the Insurer will pay for the sum of:
  - a) **compensatory damages** under Coverage A; and
  - b) **medical expenses** under Coverage C;

because of all **bodily injury** and **property damage** arising out of any one **occurrence**.
5. Subject to 2. above, the Personal and Advertising Injury Limit is the most the Insurer will pay under Coverage B for the sum of all **compensatory damages** because of all **personal and advertising injury** sustained by any one person or organization.
6. The Tenants' Legal Liability Limit is the most the Insurer will pay under Coverage D for **compensatory damages** because of **property damage** to any one premises.
7. Subject to 4. above, the Medical Expenses Limit is the most the Insurer will pay under Coverage C for all medical expenses because of **bodily injury** sustained by any one person.

The Limits of Insurance of this policy apply separately to each consecutive annual period and to any remaining period of less than twelve (12) months, starting with the beginning of the **policy period** shown in the Declarations Page, unless the **policy period** is extended after issuance for an additional period of less than twelve (12) months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

#### 8. Deductible

- (a) The obligation of the Insurer under Property Damage Liability and Tenants' Legal Liability to pay **compensatory damages** on the behalf of the **Insured** applies only to the amount of **compensatory damages** in excess of any deductible amounts stated in the Declarations Page as applicable to such coverages, and the limits of insurance applicable to each **occurrence** for Property Damage Liability and any one premises for Tenants' Legal Liability will be reduced by the amount of such deductible.
- (b) The deductible amount applies as follows:
  - (i) under Coverage A, to all **compensatory damages** because of **property damage** as the result of any one **occurrence**, regardless of the number of persons or organizations who sustain **compensatory damages** because of that **occurrence**.
  - (ii) under Coverage D, to all **compensatory damages** because of **property damage** as the result of any one **occurrence**, regardless of the number of persons or organizations who sustain **compensatory damages** because of that **occurrence**.
- (c) The terms of this insurance, including those in respect to:
  - (i) the right and duty of the Insurer to defend any **action** seeking those **compensatory damages**; and
  - (ii) the duties of the **Insured** in the event of an **occurrence**, claim or **action**;

apply irrespective of the application of the deductible amount.
- (d) The Insurer may pay any part or all of the deductible amount to effect settlement of any claim or **action** and, upon notification of the action taken, the **Insured** shall promptly reimburse the Insurer for such part of the deductible amount as has been paid by the Insurer.

### SECTION IV - DEFINITIONS

**Abuse** means any act or threat involving molestation, harassment, corporal punishment or any other form of physical, sexual or mental abuse.

**Action** means a civil proceeding in which **compensatory damages** because of **bodily injury**, **property damage** or **personal and advertising injury** to which this insurance applies are alleged. **Action** includes:

- (a) an arbitration proceeding in which such **compensatory damages** are claimed and to which the **Insured** must submit or does submit with the consent of the Insurer; or
- (b) any other alternative dispute resolution proceeding in which such **compensatory damages** are claimed and to which the **Insured** submits with the consent of the Insurer.

**Advertisement** means a notice that is broadcasted or published to the general public or specific market segments about the goods, products or services of the **Named Insured** for the purpose of attracting customers or supporters. For the purposes of this definition:

- (a) notices that are published include material placed on the Internet or on similar electronic means of communication; and
- (b) regarding web-sites, only that part of a web-site that is about the goods, products or services of the **Named Insured** for the purposes of attracting customers or supporters is considered an advertisement.

**Automobile** means a land motor vehicle, trailer or semi-trailer that is required by law to be insured under a contract evidenced by a motor vehicle liability policy, or any vehicle insured under such a contract, including any attached machinery or equipment.

**Bodily Injury** means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

**Compensatory damages** means damages due or awarded in payment for actual injury or economic loss. **Compensatory damages** does not include punitive or exemplary damages or the multiple portion of any multiplied damage award.

**Coverage territory** means:

- (a) Canada and the United States of America (including its territories and possessions);
- (b) international waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in (a) above; or
- (c) all other parts of the world if the injury or damage arises out of:
  - (i) goods or products made or sold by the **Named Insured** in the territory described in (a) above;
  - (ii) the activities of an insured person whose home is in the territory described in (a) above, but is away for a short time on business on behalf of the **Named Insured**; or
  - (iii) **personal and advertising injury** offenses that take place through the Internet or similar electronic means of communication;

provided the **Insured's** responsibility to pay **compensatory damages** is determined in an **action** on the merits, in the territory described in (a) above or in a settlement the Insurer agrees to.

**Electronic data** means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**Employee** includes a **leased worker** and a **temporary worker**.

**Executive officer** means a person holding any of the officer positions created by the charter, constitution, by-laws or any other similar governing document of the **Named Insured**.

**Fissionable substance** means any prescribed substance that is, or from which can be obtained, a substance capable of releasing atomic energy by nuclear fission.

**Fungi** includes, but is not limited to, any form or type of mould, yeast, mushroom or mildew whether or not allergenic, pathogenic or toxigenic, and any substance, vapour or gas produced by, emitted from or arising out of any **fungi** or **spores** or resultant mycotoxins, allergens or pathogens.

**Hostile fire** means one which becomes uncontrollable or breaks out from where it was intended to be.

**Impaired property** means tangible property, other than the **product** or **work**, that cannot be used or is less useful because:

- (a) it incorporates the **product** or **work** that is known or thought to be defective, deficient, inadequate or dangerous; or
- (b) the **Named Insured** has failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

- (i) the repair, replacement, adjustment or removal of the **product** or the **work**; or
- (ii) the **Named Insured** fulfilling of the terms of the contract or agreement.

**Incidental medical malpractice injury** means **bodily injury** arising out of the rendering of or failure to render, during the **policy period**, the following services:

- (a) medical, surgical, dental, x-ray or nursing services or treatment or the furnishing of food or beverages in connection therewith; or
- (b) the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances;

by any **Insured** or any indemnitee causing the **Incidental medical malpractice injury** who is not engaged in the business or occupation of providing any of the services described in (a) and (b) above.

**Insured** means any person or organization qualifying as such under SECTION II - WHO IS AN INSURED.

**Insured contract** means:

- (a) a contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to the **Insured** or temporarily occupied by the **Insured** with permission of the owner is not an **Insured contract**;
- (b) a sidetrack agreement;
- (c) an easement or license agreement in connection with vehicle or pedestrian private railroad crossings at grade;
- (d) any other easement agreement;
- (e) an obligation, as required by ordinance or by-law, to indemnify a municipality, except in connection with work for a municipality;
- (f) an elevator maintenance agreement;
- (g) that part of any other contract or agreement pertaining to the **Named Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assume the tort liability of another party to pay for **compensatory damages** because of **bodily injury** or **property damage** to a third person or organization, provided the **bodily injury** or **property damage** is caused, in whole or in part, by the **Named Insured** or by those acting on the behalf of the **Named Insured**. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph (g) does not include that part of any contract or agreement:

- (i) that indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (1) preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (2) giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (ii) under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the **Insured's** rendering or failure to render **professional services**, including those listed in (i) above and supervisory, inspection, architectural or engineering activities.

**Leased worker** means a person leased to the **Named Insured** by a labour leasing firm under an agreement between the **Named Insured** and the labour leasing firm, to perform duties related to the conduct of the **Named Insured's** business. **Leased worker** does not include a **temporary worker**.

**Loading or unloading** means the handling of property:

- (a) after it is moved from the place where it is accepted for movement into or onto an aircraft or watercraft;
- (b) while it is in or on an aircraft or watercraft; or
- (c) while it is being moved from an aircraft or watercraft to the place where it is finally delivered;

but **loading or unloading** does not include the movement of property by means of a mechanical device that is not attached to the aircraft or watercraft.

**Named Insured** means the **Named Insured** shown in the Declarations Page, and any other person or organization qualifying as a **Named Insured** under Paragraph 3 of SECTION II - WHO IS AN INSURED.

**Nuclear energy hazard** means the radioactive, toxic, explosive, or other hazardous properties of **radioactive material**.

**Nuclear facility** means:

- (a) any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of plutonium, thorium and uranium or any one or more of them;
- (b) any equipment or device designed or used for (i) separating the isotopes of plutonium, thorium and uranium or any one or more of them, (ii) processing or packaging waste;
- (c) any equipment or device used for the processing, fabricating or alloying of plutonium, thorium or uranium enriched in the isotope uranium 233 or in the isotope uranium 235, or any one or more of them if at any time the total amount of such material in the custody of the **Insured** at the premises where such equipment or device is located consists of or contains more than twenty-five (25) grams of plutonium or uranium 233 or any combination thereof, or more than two hundred and fifty (250) grams of uranium 235;
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste **radioactive material**;

and includes the site on which any of the foregoing is located, together with all operations conducted thereon and all premises used for such operations.

**Occurrence** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

**Personal and advertising injury** means injury, including consequential **bodily injury**, arising out of one or more of the following offenses:

- (a) false arrest, detention or imprisonment;
- (b) malicious prosecution;
- (c) the wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- (d) oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- (e) oral or written publication, in any manner, of material that violates a person's right of privacy;
- (f) the use of another's advertising idea in the **Named Insured's advertisement**; or
- (g) infringing upon another's copyright, trade dress or slogan in the **Named Insured's advertisement**.

**Policy period** means the policy period indicated on the Declarations Page.

**Pollutants** mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, odour, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

**Product:**

- (a) means:
  - (i) any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
    - (1) the **Named Insured**;
    - (2) others trading under the **Named Insured's** name; or
    - (3) a person or organization whose business or assets the **Named Insured** has acquired; and
  - (ii) containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
- (b) includes
  - (i) warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of the **product**; and
  - (ii) the providing of or failure to provide warnings or instructions.
- (c) does not include vending machines or other property rented to or located for the use of others but not sold.

**Products-completed operations hazard:**

- (a) Includes all **bodily injury** and **property damage** occurring away from premises owned or rented by the **Named Insured's** and arising out of the **product** or the **work** except:
  - (i) products that are still in physical possession of the **Named Insured**; or
  - (ii) work that has not yet been completed or abandoned. However, the **work** will be deemed completed at the earliest of the following times:
    - (1) when all of the work called for in the **Named Insured's** contract has been completed;
    - (2) when all of the work to be done at the job site has been completed if the **Named Insured's** contract calls for work at more than one job site;
    - (3) when that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- (b) Does not include **bodily injury** or **property damage** arising out of the existence of tools, uninstalled equipment or abandoned or unused materials.

**Professional services** shall include but not be limited to:

- (a) medical, surgical, dental, x-ray or nursing service or treatment, or the furnishing of food or beverages in connection therewith;
- (b) any professional service or treatment conducive to health;
- (c) professional services of a pharmacist;
- (d) the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances;
- (e) the handling or treatment of deceased human bodies including autopsies, organ donations or other procedures;
- (f) any cosmetic, body piercing, tonsorial, massage, physiotherapy, chiropody, hearing aid, optical or optometrical services or treatments;
- (g) the preparation or approval of maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications;
- (h) supervisory, inspection, architectural, design or engineering services;
- (i) accountant's, advertiser's, notary's (Quebec), public notary's, paralegal's, lawyer's, real estate broker's or agent's, insurance broker's or agent's, travel agent's, financial institution's, or consultant's professional advices or activities;
- (j) any computer programming or re-programming, consulting, advisory or related services; or
- (k) claim, investigation, adjustment, appraisal, survey or audit services.

**Property damage** means:

- (a) physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- (b) loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **occurrence** that caused it.

For the purposes of this insurance, **electronic data** is not tangible property.

**Radioactive material** means uranium, thorium, plutonium, neptunium, their respective derivatives and compounds, radioactive isotopes of other elements and any other substances which may be designated by any nuclear liability act, law or statute, or any law amendatory thereof, as being prescribed substances capable of releasing atomic energy, or as being requisite for the production, use or application of atomic energy.

**Spores** includes, but is not limited to, any reproductive particle or microscopic fragment produced by, emitted from or arising out of any **fungi**.

**Temporary worker** means a person who is furnished to the **Named Insured** to substitute for a permanent **employee** on leave or to meet seasonal or short-term workload conditions.

**Terrorism** means an ideologically motivated unlawful act or acts, including but not limited to the use of violence or force or threat of violence or force, committed by or on behalf of any group, organization or government for the purpose of influencing any government or instilling fear in the public or a section of the public.

**Volunteer worker** means a person who is not an **employee** of the **Named Insured**, and who donates his or her work and acts at the direction of and within the scope of duties determined by the **Named Insured**, and is not paid a fee, salary or other compensation by the **Named Insured** or anyone else for their work performed for the **Named Insured**.

**Work:**

- (a) means
  - (i) work or operations performed by **the Named Insured** or on the **Named Insured's** behalf; and
  - (ii) materials, parts or equipment furnished in connection with such work or operations.
- (b) includes:
  - (i) warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of the **work**; and
  - (ii) the providing of or failure to provide warnings or instructions.



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Applicable to Commercial General Liability Insurance.

It is agreed that the following extensions of coverage are added to Form CGL-30, Commercial General Liability Policy:

## 1. AMENDMENT TO THE POLICY

---

### Mental Injury

It is agreed that this insurance is extended to cover **mental injury** and therefore, Form CGL-30, Commercial General Liability Policy, is amended by substituting the expression "**bodily injury**" by the expression "**bodily injury or mental injury**", except as otherwise provided herein.

For purposes of this endorsement, **mental injury** means shock, fright, anguish and any other mental injury.

## 2. AMENDMENTS TO SECTION I - COVERAGES

---

### COVERAGE A - BODILY INJURY, MENTAL INJURY AND PROPERTY DAMAGE

The following exclusions under Item 2. EXCLUSIONS of COVERAGE A are amended as follows:

(a) Expected or Intended Injury

It is agreed that this exclusion is deleted and replaced by the following:

**Bodily injury, mental injury or property damage** expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury, mental injury or property damage** resulting from the use of reasonable force to protect persons or property.

(d) Employer's Liability

It is agreed that sub-paragraph ii) of this exclusion is deleted and replaced by the following:

- ii) a claim made or an **action** brought by a Canadian resident **employee**, because of **bodily injury** sustained in Canada or while he is temporarily out of the country, in the course of performing duties on behalf of the **Insured** and on whose behalf contributions are made by or required to be made by the **Insured** under the provisions of any Canadian provincial or territorial workers' compensation law.

(e) Aircraft or Watercraft

It is agreed that the last paragraph of this exclusion is deleted and replaced by the following:

This exclusion does not apply to:

- (1) a watercraft while ashore on premises owned or rented by the **Named Insured**;
- (2) a watercraft owned by the **Named Insured**:
  - a. that is less than ten (10) metres long; and
  - b. where the total maximum engine power does not exceed fifty-six (56) KW (seventy-five (75) H.P.);
- (3) a watercraft the **Named Insured** does not own that is:
  - a. less than ten (10) metres long; and
  - b. not being used to carry persons or property for a fee;
- (4) **bodily injury** to an **employee** of the **Insured** on whose behalf contributions are made by or required to be made by the **Insured** under the provisions of any Canadian provincial or territorial workers' compensation law, if the **bodily injury** results from an **occurrence** involving watercraft.

(f) Automobile

It is agreed that the second paragraph of this exclusion is deleted and replaced by the following:

This exclusion applies to any motorized snow vehicle or its trailers, except when being used by an **Insured** in his operations, and to any vehicle while being used in any speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity.

(h) **Damage to Product**

It is agreed that this exclusion is amended by adding the following paragraph:

If the **Named Insured** is in the business of selling **automobiles**, this exclusion applies only if the **property damage** is caused by a defect existing at the time the product was sold or transferred to another.

(i) **Damage to Work**

It is agreed that this exclusion is deleted and replaced by the following:

**Property damage to work** arising out of it or any part of it and included in the **products-completed operations hazard**.

This exclusion:

- (i) only applies to the defective part of the work when performed by the **Named Insured**;
- (ii) does not apply if the damaged work or the work out of which the damage arises was performed on the **Named Insured's** behalf by a subcontractor;

(n) **Professional Services**

It is agreed that this exclusion is amended by adding the following paragraph:

Paragraphs (g) and (h) of the "**professional services**" definition do not apply where such services performed by an architect or an engineer in their capacity as **employees** of the **Named Insured** are an integral part of the **work** or the **product**.

(o) **Abuse**

It is agreed that this exclusion is deleted.

### COVERAGE C - MEDICAL PAYMENTS

It is agreed that Section 1. INSURING AGREEMENT is amended as follows:

(a) the words "and medical equipment" are added to sub-paragraph (ii) of paragraph (b) which now reads:

(ii) necessary medical, surgical, X-ray and dental services, including prosthetic devices and medical equipment; and

(b) the following sub-paragraph (iv) is added to paragraph (b):

(iv) travel and babysitting expenses.

### COVERAGE D - TENANTS' LEGAL LIABILITY

It is agreed that the coverage also applies to fixed structures on premises rented or occupied by the **Named Insured**.

### ADDITIONAL COVERAGES

(a) **Employee Benefit Programs Liability Insurance Coverage**

It is agreed that Employee Benefit Programs Liability Insurance Coverage, as provided by Form LI-7, is added to this policy, subject to the limit of insurance shown on the Declarations Page.

(b) **Employment Practices Liability Insurance Coverage**

It is agreed that Employment Practices Liability Insurance Coverage, as provided by Form CGL-9, is added to this policy, subject to the limit of insurance shown on the Declarations Page.

(c) **Elevator Collision Coverage**

It is agreed that Elevator Collision Coverage, as provided under Form CGL-13, is added to this policy, subject to the limit of insurance shown on the Declarations Page.

(d) **Financial Loss Coverage**

The Insurer will pay the amount that the **Insured** will be legally liable to pay in **compensatory damages** for any financial loss arising from:

- (i) a latent defect in a **product** or **work**;
- (ii) an error made in instructions for use of **products** or **work**;

in the absence of any **bodily injury, mental injury or property damage**, subject to the limit of insurance shown on the Declarations Page.

This insurance does not cover:

- (1) loss or damage arising out of any action based on the performance of a contract made by the **Insured**;
- (2) loss or damage caused by a delay in delivery.

(e) **Property Damage Coverage for Employees of the Named Insured**

The Insurer will pay the amount that the **Named Insured** will be legally liable to pay in **compensatory damages** for all **property damage** sustained by an **employee** of the **Named Insured** in the performance of his duties that are related to the activities of the **Named Insured's** business, subject to the limit of insurance shown on the Declarations Page.

(f) **Penal Defense Costs Coverage**

The Insurer agrees to reimburse, subject to the limit of insurance shown on the Declarations Page, for **legal costs** incurred by the **Insured** in the course of the insured activities, in the defense of charges of a penal nature against the **Insured** under any law, provided:

- (i) that the **Insured** involved notifies the Insurer while this policy is in force that he is the object of an inquiry or a charge or that he is compelled to stand trial; and
- (ii) that the **Insured** involved notifies the Insurer while this policy is in force that he is the subject of an inquiry or a charge has been laid against him or that he is compelled to appear before a court of law; and
- (iii) that such **Insured** is not, in the end result, found guilty of an offence in respect of the charges laid or that such charges are withdrawn.

The limit of insurance shown on the Declarations Page is the most the Insurer shall pay in the aggregate for any one **policy period**.

In addition to the exclusions contained elsewhere in the policy, this insurance does not apply to **legal costs** incurred in connection with any fact or circumstance known to the **Insured** prior to the effective date of this policy (or of the initial policy issued by the Insurer if this policy forms part of a continuous series of renewals).

More than one offence involving the same charges or interrelated charges shall be deemed to constitute a single offence.

In the event a single offence includes more than one charge, the reimbursement shall be prorated in the proportion that the number of charges for which the **Insured** is found not guilty or which are withdrawn bears to the total number of charges.

The term "**legal costs**" as used in this endorsement means:

- (1) attorneys' fees, subject to a maximum hourly rate of \$175;
- (2) extrajudicial costs;
- (3) experts' fees, subject to a maximum of \$2 500.

**COMMON EXCLUSIONS**

**2. FUNGI OR SPORES**

---

It is agreed that the following paragraph is added to this exclusion:

Up to the specific limit of insurance shown on the Declarations Page and subject to the Each Occurrence Limit and the Aggregate Limit, this exclusion shall not apply to any other **bodily injury**, **mental injury** or **property damage** which results directly from a **products-completed operations hazard** not otherwise excluded by this policy.

**4. POLLUTION**

---

It is agreed that paragraph (b) of this exclusion is deleted and replaced by the following:

- (b) Any loss, cost or expense arising out of any claim or **action** by or on behalf of a governmental authority for **compensatory damages** because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, **pollutants** unless such loss, cost or expense arises from an **occurrence** covered under this policy.

**SUPPLEMENTARY PAYMENTS**

It is agreed that paragraph (c) of Item 1. is deleted and replaced by the following:

- (c) all reasonable expenses incurred by the **Insured** at the Insurer's request to assist in the investigation or defense of the claim or **action**, including actual loss of earnings due to time off from work.

**3. AMENDMENTS TO SECTION II - WHO IS AN INSURED**

---

It is agreed that the following paragraph (f) is added to Item 1.:

- (f) an association, each member of the association is an **Insured** but solely in respect of the liability arising out of his actions as a member and his participation in the activities of the association. This insurance shall only apply as excess coverage to the extent of any amount not paid due to the exhaustion of the Personal General Liability policy of a member. This insurance does not apply to loss, damage or injury to a member caused by another member of the association.

It is also agreed that the following paragraph (e) is added to Item 2.:

- (e) agents acting on behalf of the **Named Insured** but solely in respect of any liability arising out of the performance of their duties on behalf of the **Named Insured**.

#### 4. AMENDMENTS TO SECTION III - LIMITS OF INSURANCE AND DEDUCTIBLES

---

It is agreed that SECTION III is amended as follows:

- (a) Item 2. is deleted;

- (b) the following paragraph is added to Item 3.:

The Limit of Insurance applies separately to each consecutive annual period and to any remaining period of less than twelve (12) months, starting with the beginning of the **policy period** shown in the Declarations Page, unless the **policy period** is extended after issuance for an additional period of less than twelve (12) months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limit of Insurance.

- (c) Items 4. and 5. are amended as follows:

- 4. Subject to 3. above, the Each Occurrence Limit is the most the Insurer will pay for the sum of:

- (a) **compensatory damages** under Coverage A; and
- (b) medical expenses under Coverage C;

because of all **bodily injury, mental injury and property damage** arising out of any one **occurrence**.

- 5. The Personal and Advertising Injury Limit is the most the Insurer will pay under Coverage B for the sum of all **compensatory damages** because of all **personal and advertising injury** sustained by any one person or organization.

- (d) the paragraph immediately following Item 7. is deleted.

#### 5. AMENDMENTS TO SECTION IV - DEFINITIONS

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##### Coverage Territory

It is agreed that the "**coverage territory**" definition is deleted and replaced by the following:

**Coverage territory** means any part of the world:

- (a) provided the **Insured's** responsibility to pay **compensatory damages** is determined in an **action** on the merits in Canada or the United States of America (including their territories and possessions) or in an out-of-court settlement to which the Insurer has agreed; or
- (b) if the loss, damage or injury arises out of the **Insured's** use of space intended for commercial representation purposes connected with the activities of the **Named Insured's** business, such as sales offices, showrooms, or during trade shows, exhibitions, fairs or conferences, it being understood that loss, damage or injury arising from the **products-completed operations hazard** is excluded.

##### Professional Services

It is agreed that paragraphs (d) and (e) under the "**professional services**" definition, which read as follows:

- (d) the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances;
- (e) the handling or treatment of deceased human bodies including autopsies, organ donations or other procedures;

are deleted.

It is also agreed that the word "tonsorial" is deleted from paragraph (f), which now reads as follows:

- (f) any cosmetic, body piercing, massage, physiotherapy, chiropody, hearing aid, optical or optometrical services or treatments;

All other terms and conditions of the policy remain unchanged.



**CGL-60 (1107)**  
**Limitation of Coverage**  
**Designated Premises and**  
**Operations**

Applicable to Commercial General Liability Insurance.

It is agreed that this insurance is limited to liability arising out of:

- (a) premises shown in the Declarations Page, and operations related thereto, and if applicable, operations shown on the Declarations Page;
- (b) all new operations and all premises in which the **Insured** maintains ownership or management control during the **policy period**, for a thirty-day period starting on the date of such change, unless the policy expires before.

All other terms and conditions of the policy remain unchanged.







This policy is subject to the Civil Code of the Province of Québec. Throughout these General Conditions, the "Named Insured" refers to the person named in the Declarations Page.

Reference to Civil Code articles in some instances is for easier reading only and should not be construed as exact quotations.

## **1. THE POLICY**

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### **1.1 Representations of Risk (article 2408)**

The client and the Insured if the Insurer requires it, is bound to represent all the facts known to him which are likely to materially influence an insurer in the setting of the premium, the appraisal of the risk or the decision to cover it, but he is not bound to represent facts known to the Insurer or which from their notoriety he is presumed to know, except in answer to inquiries. The client means the person submitting an insurance application.

### **1.2 Material Change in Risk (articles 2466 and 2467)**

The Named Insured shall promptly notify the Insurer of any change that increases the risks stipulated in the policy and that results from events within his control if it is likely to materially influence an insurer in setting the rate of the premium, appraisal of the risk or deciding to continue to insure it.

On being notified of any material change in the risk, the Insurer may cancel the contract or propose, in writing, a new rate of premium. Unless the new premium is accepted and paid by the Named Insured within thirty (30) days of the proposal, the policy ceases to be in force.

### **1.3 Misrepresentations or Concealment (articles 2410, 2411 and 2466)**

Any misrepresentation or concealment of relevant facts mentioned in sections 1.1 and 1.2 by the Applicant or the Insured, nullifies the contract at the instance of the Insurer, even in respect of losses not connected with the risk so misrepresented or concealed.

Unless the bad faith of the Applicant or of the Insured is established that the Insurer would not have covered the risk if he had known the true facts, the Insurer remains liable towards the Insured for such proportion of the indemnity as the premium he collected bears to the premium he should have collected.

### **1.4 Warranties (article 2412)**

Any increase in risk resulting from a breach of warranty suspends the coverage until accepted by the Insurer or until such breach has been remedied by the Named Insured.

### **1.5 Insurable Interest (articles 2481 and 2484) (applicable to property insurance only)**

A person has an insurable interest in a property where the loss or deterioration of the property may cause him an immediate damage. It is necessary that the insurable interest exist at the time of the loss but not necessary that the same interest have existed throughout the duration of the contract. The insurance of a property in which the Named Insured has no insurable interest is null.

### **1.6 Changes (article 2405)**

The terms of this policy shall not be waived or changed except by endorsement.

### **1.7 Assignment (articles 2475 and 2476)**

This policy may be assigned only with the consent of the Insurer and in favour of a person who has an insurable interest in the insured property.

Upon the death or bankruptcy of the Named Insured or the assignment of his interest in the insurance to a co-Insured, the insurance continues in favour of the heir, trustee in bankruptcy or remaining Insured, subject to his performing the obligations that were incumbent upon the Named Insured.

### **1.8 Books and Records**

The Insurer and its authorized representatives shall have the right to examine the Insured's books and records related to the subject matter of this insurance at any time during the period of this policy and the three (3) subsequent years.

### **1.9 Inspections**

The Insurer and its authorized representatives shall have the right but are not obligated to make inspections of the risk, inform the Named Insured of the conditions found and recommend changes. Any inspections, surveys, findings or recommendations relate only to insurability and the premiums to be charged. They shall not constitute a warranty that the premises, property or operations are safe or healthful or comply with laws, codes or standards.

### **1.10 Currency**

All limits of insurance, premiums and other amounts as expressed in this policy are in Canadian currency.

1.11 Provisional Premium

If the premium shown in this policy is a provisional premium, the Insurer will, at the end of each audit period, compute the earned premium for that period. Audit premiums are due and payable on notice to the Named Insured. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the Named Insured subject to the retention of the minimum premium shown in the Declarations Page of this policy.

1.12 Intentional Fault (article 2464)

The Insurer is never liable to compensate for injury from the Insured's intentional fault.

Where there is more than one Insured, the obligation of coverage remains in respect of those Insureds who have not committed an intentional fault.

Where the Insurer is liable for injury caused by a person for whose acts the Insured is liable, the obligation of coverage subsists regardless of the nature or gravity of that person's fault.

1.13 Cancellation (articles 2477 and 2479)

This policy may be cancelled at any time:

- (a) by mere written notice from each of the Named Insureds. Termination takes effect upon receipt of the notice and the Insured shall therefore be entitled to a refund of the excess of premium actually paid over the short-term rate for the expired time. If the premium is provisional, a premium audit will take place as per condition 1.11 above.
- (b) by the Insurer giving written notice to each of the Named Insureds, at their last known address, at least fifteen (15) days before the effective date of cancellation by reason of non payment of premium or thirty (30) days before the effective date of cancellation by any other reason. Cancellation takes effect fifteen (15) or thirty (30) days after receipt of the written notice, depending upon the reason for cancellation. The Named Insured is entitled to a refund of the excess premium actually paid over the prorata premium for the expired time. If the premium is provisional, a premium audit will take place, as per condition 1.11 above.

Where one or more of the Named Insureds have been mandated to receive or send the notices provided for under paragraph (a) or (b) above, notices sent or received by them shall be deemed to have been sent or received by all Named Insureds.

In this Condition, the words "premium actually paid" mean the premium actually paid by the Named Insured to the Insurer or its representative, but do not include any premium or part thereof paid to the Insurer by a representative unless actually paid to the representative by the Insured.

1.14 Notice

Any notice to the Insurer may be sent by any recognized means of communication, to the Insurer or its authorized representative. Notice may be given to the Named Insured by letter personally delivered to him or by mail addressed to him at his last known address.

It is incumbent upon the sender to prove that such notice was received.

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**2. PROPERTY CLAIMS**

2.1 Notice of Loss (article 2470)

The Named Insured shall notify the Insurer of any loss which may give rise to an indemnity, as soon as he becomes aware of it. Any interested person may give such notice.

In the event that the requirement set out in the preceding paragraph is not fully complied with, all rights to compensation shall be forfeited by the Named Insured where such non-compliance has caused prejudice to the Insurer.

2.2 False Representation (article 2472)

Any deceitful representation entails the loss of the right of the person making it to any indemnity in respect of the risk to which the representation relates.

However, if the occurrence of the event insured against entails the loss of both movable and immovable property or of both property for occupational use and personal property, forfeiture is incurred only with respect to the class of property to which the representation relates.

2.3 Notice to Authorities

The Insured must promptly give notice to the police of any loss caused by vandalism, theft or attempted theft or other criminal act.

2.4 Safeguarding and Examination of Property (article 2495)

At the expense of the Insurer, the Named Insured must take all reasonable steps to prevent further loss or damage to the insured property and any further loss or damage resulting directly or indirectly from the Insured's failure to take such action shall not be recoverable.

The Named Insured may not abandon the damaged property if there is no agreement to that effect. The Named Insured shall facilitate the salvage and inspection of the insured property by the Insurer.

He shall, in particular, permit the Insurer and its representatives to visit the premises and examine the insured property before repairing, removing or modifying the damaged property, unless so required to safeguard the property.

2.5 Information to be Provided (article 2471)

The Named Insured shall inform the Insurer as soon as possible of all circumstances surrounding the loss, including its probable cause, the nature and extent of the damage, the location of the insured property, the rights of third parties, and any concurrent insurance; he shall also furnish him with vouchers and swear or warrant to the truth of the information.

Where, for a serious reason, the Named Insured is unable to fulfill such obligation, he is entitled to a reasonable time in which to do so. If the Insured fails to fulfill his obligation, any interested person may do so on his behalf.

In addition, the Named Insured shall forthwith send to the Insurer a copy of any notice, letter, subpoena or writ or document received in connection with a claim.

2.6 Cooperation

The Named Insured shall cooperate with the Insurer in the processing of all claims.

2.7 Basis of Settlement (articles 2490, 2491 and 2493)

Unless otherwise provided, the Insurer shall not be liable for more than the actual cash value of the property at the time of loss as normally determined.

In unvalued policies, the amount of insurance does not make proof of the value of the insured property. In valued policies, the agreed value makes complete proof, between the Insurer and the Named Insured, of the value of the insured property.

If the amount of insurance is less than the value of the property the Insurer is released by paying the amount of insurance in the event of total loss or a proportional indemnity in the event of partial loss.

2.8 Right of the Insurer to Repair or Replace (article 2494)

Subject to the rights of preferred and hypothecary creditors, the Insurer reserves the right to repair, rebuild or replace the insured property. He is then entitled to salvage and may take over the property.

2.9 Pair and Set

In the case of loss of or damage to any article or articles, whether scheduled or unscheduled, which are part of a set, the measure of loss of or damage to such article or articles shall be a reasonable and fair proportion of the total value of the set, but in no event shall such loss or damage be construed to mean total loss of set.

2.10 Parts

In the case of loss of or damage to any part of the insured property, whether scheduled or unscheduled, consisting, when complete for use, of several parts, the Insurer is not liable for more than the insured value of the part lost or damaged, including the cost of installation.

2.11 Property of Others

Where a claim is made as a result of loss of or damage to property not owned by the Named Insured, the Insurer reserves the right to pay the indemnity to the Insured or to the owner of the property and to deal directly with such owner.

2.12 Time of Payment (articles 1591, 2469 and 2473)

The Insurer shall pay the indemnity within sixty (60) days after receiving the notice of loss or, at his request, all relevant information and vouchers, provided the Insured shall have complied with all the terms of the contract.

Any outstanding premium may be deducted from the indemnity payable.

2.13 Automatic Reinstatement

Unless specified otherwise in this policy, losses hereunder shall not reduce the amount of insurance of this policy.

2.14 Other Insurance (article 2496)

The Named Insured who, without fraud, is insured by several insurers, under several policies, for the same interest and against the same risk so that the total amount of indemnity that would result from the separate performance of such policies would exceed the loss incurred may be indemnified by the Insurer or Insurers of his choice, each being liable only for the amount he has contracted for.

No clause suspending all or part of the performance of the contract by reason of other insurance may be used against the Named Insured.

Unless otherwise agreed, the indemnity is apportioned among the insurers in proportion to the share of each in the total coverage, except in respect of specific insurance, which constitutes primary insurance.

2.15 Waiver

Neither the Insurer nor the Named Insured shall be deemed to have waived any term or condition of the policy by any act relating to arbitration or to the completion or delivery of proof of loss, or to the investigation or adjustment of the claim.

2.16 Limitation of Actions (article 2925)

Every action or proceeding against the Insurer under this policy shall be commenced within three (3) years from the date the right of action has arisen.

2.17 Subrogation (article 2474)

Unless otherwise provided in this policy, the Insurer shall be subrogated to the extent of the amount paid or the liability assumed therefor under this policy to the rights of the Named Insured against persons responsible for the loss except when they are members of the Insured's household. The Insurer may be fully or partly released from his obligation towards the Named Insured where, owing to any act of the Named Insured, he cannot be so subrogated.

### 3. LIABILITY CLAIMS

#### 3.1 Duties in the Event of Occurrence, Claim or Action (article 2471)

##### Notice of Occurrence (article 2470)

The Named Insured shall notify the Insurer of any loss which may give rise to an indemnity, as soon as he becomes aware of it. Any interested person may give such notice.

In the event that the requirement set out in the preceding paragraph is not fully complied with, all rights to compensation shall be forfeited by the Named Insured where such non-compliance has caused prejudice to the Insurer.

Notice should indicate:

- (i) how, when and where the occurrence took place; and
- (ii) the names and addresses of any injured persons and of witnesses; and
- (iii) the nature and location of any injury or damage arising out of the occurrence.

If this policy provides claims-made coverage, please note that notice of an occurrence is not notice of a claim.

##### Notice of Claim

If a claim is received by any Insured, the Named Insured must:

- (i) immediately record the specifics of the claim and the date received; and
- (ii) notify the Insurer as soon as practicable.

##### Collaboration

The Named Insured and any other involved Insured must:

- (i) immediately send to the Insurer copies of any demands, notices, summonses or legal papers received in connection with the claim or action;
- (ii) authorize the Insurer to obtain records and other information;
- (iii) cooperate with the Insurer in the investigation, settlement or defence of the claim, or action; and
- (iv) assist the Insurer, upon its request, in the enforcement of any right against any person or organization which may be liable to the Insured because of injury or damage to which this insurance may also apply.

The Named Insured shall not, except at its own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

#### 3.2 False Representation (article 2472)

Any deceitful representation entails the loss of the right of the person making it to any indemnity in respect of the risk to which the representation relates.

#### 3.3 Right of Action (article 2502)

The Insurer may set up against the injured third person any grounds he could have invoked against the Named Insured at the time of the loss, but not grounds pertaining to facts that occurred after the loss; the Insurer has a right of action against the Named Insured in respect of facts that occurred after the loss.

#### 3.4 Other Insurance (article 2496)

If other valid and collectible insurance is available to the Insured for a personal injury or property damage covered under this policy the Insurer's obligations are limited as follows:

- (a) **Primary Insurance:**  
Except when (b) or (c) below applies, this insurance is primary, and if any of the other insurance is also primary, the indemnity will be subject to the "method of sharing" described below.
- (b) **Excess Insurance (Occurrence Form)**  
This insurance is excess over any of the other insurance (whether primary, excess, contingent or on any other basis):
  - (i) that is Property Insurance such as, but not limited to, Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for work performed by the Named Insured or for premises rented to the Named Insured; or
  - (ii) if the loss arises out of the maintenance or use of a watercraft not excluded under this policy.

(c) **Excess Insurance (Claims-Made Form)**

If this Policy provides claims-made coverage, this insurance is excess over any of the other insurance (whether primary, excess, contingent or on any other basis) that is effective prior to the beginning of the policy period shown in the Declarations Page of this insurance and applies to personal injury or property damage on other than a claims-made basis.

When this insurance is excess, the Insurer will have no duty to defend any claim or action that any other insurer has a duty to defend. If no other insurer defends, the Insurer will undertake to do so, but he will be entitled to all the Insured's rights against all those other insurers.

**Method of Sharing**

If all of the other insurance permits contribution by equal shares, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, this insurance will contribute its share based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**3.5 Limitation of Actions (article 2925)**

Every action or proceeding against the Insurer under this policy shall be commenced within three years from the date the right of action has arisen.

**3.6 Subrogation (article 2474)**

Unless otherwise provided, the Insurer shall be subrogated to the extent of the amount paid or the liability assumed therefor under this policy to the rights of the Named Insured against persons responsible for the loss except when they are members of the Insured's household. The Insurer may be fully or partly released from his obligation towards the Named Insured where, owing to any act of the Named Insured, he cannot be so subrogated.

**3.7 Admission of Liability and Cooperation (article 2504)**

The Named Insured shall cooperate with the Insurer in the processing of all claims.

No transaction made without the consent of the Insurer may be set up against him.

The Named Insured shall not admit any liability nor settle or attempt to settle any claim, except at his own cost.

**4. GENERAL EXCLUSION (ALL KINDS OF INSURANCE)**

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**4.1 War Exclusion**

The Insurer shall not be liable for loss or damage caused by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military power.

**5. GENERAL EXCLUSIONS (APPLICABLE TO PROPERTY INSURANCE)**

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The following exclusions are added to this policy but only with property insurance.

**5.1 Nuclear Energy**

The Insurer shall not be liable for loss or damage caused:

- (a) by any nuclear incident as defined in the Nuclear Liability Act or any other nuclear liability act, law or statute, or any law amendatory thereof or nuclear explosion, except for ensuing loss or damage which results directly from fire, lightning or explosion of natural, coal or manufactured gas;
- (b) by contamination by radio-active material.

**5.2 Zoning Regulations**

Unless specified otherwise in this policy, the Insurer shall not be liable for loss directly or indirectly, proximately or remotely, resulting from or contributed to by the enforcement of any by-law, regulation, ordinance or law regulating zoning or the demolition, repair or construction of buildings or structures, which by-law, regulation, ordinance or law makes it impossible to repair or reinstate the property as it was immediately prior to the loss.

**5.3 Vacancy**

The Insurer shall not be liable for loss or damage caused while the building insured or containing the property insured is to the Named Insured's knowledge vacant or unoccupied for more than thirty (30) consecutive days or, in the case of a manufacturing risk, if operations cease for a period exceeding thirty (30) consecutive days.

## 6. SPECIAL PROVISIONS (APPLICABLE TO PROPERTY INSURANCE)

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### 6.1 Permissions

The Insurer grants permission:

- (a) for other insurance concurrent with this form;
- (b) to make alterations, additions or repairs to the buildings;
- (c) to do such work and to keep and use such articles, materials and supplies in such quantities as are usual or necessary to the Insured's business.

### 6.2 Breach of Conditions

Where a loss occurs and there has been a breach of condition relating to a matter before the happening of the loss, which breach would otherwise disentitle the Insured from recovery under this form, the breach shall not disentitle the Insured from recovery if the Insured establishes that the loss was not caused or contributed to by the breach of condition or if the breach of condition occurred in any portion of the premises over which the Insured has no control.

### 6.3 Global Deductible

If property lost or damaged as the result of any one occurrence is subject to more than one deductible, only the largest individual deductible applicable to one or more than one coverage shall apply.



**STANDARD MORTGAGE CLAUSE**  
**(Approved by The Insurance Bureau of Canada)**  
**(Applicable to building and equipment (building equipment))**

It is hereby provided and agreed that:

**BREACH OF CONDITIONS BY MORTGAGOR, OWNER OR OCCUPANT**

This insurance and every documented renewal thereof - AS TO THE INTEREST OF THE MORTGAGEE ONLY THEREIN - is and shall be in force notwithstanding any act, neglect, omission or misrepresentation attributable to the mortgagor, owner or occupant of the property insured, including transfer of interest, any vacancy or non-occupancy, or the occupation of the property for purposes more hazardous than specified in the description of the risk.

PROVIDED ALWAYS that the Mortgagee shall promptly notify the Insurer (if known) of any change that increases the risks stipulated in the policy and that results from events within his control if it is likely to materially influence an insurer in setting the rate of the premium, appraising the risk or deciding to continue to insure it; and that every increase of risk (not permitted by the policy) shall be paid for by the Mortgagee - on reasonable demand - from the date such risk existed, according to the established scale of rates for the acceptance of such increased risk, during the continuance of this insurance.

**RIGHT OF SUBROGATION**

Whenever the Insurer pays the Mortgagee any loss award under this policy and claims that - as to the Mortgagor or Owner - no liability therefor existed, it shall be legally subrogated to all rights of the Mortgagee against the Insured; but any subrogation shall be limited to the amount of such loss payment and shall be subordinate and subject to the basic right of the Mortgagee to recover the full amount of its mortgage equity in priority to the Insurer; or the Insurer may at its option pay the Mortgagee all amounts due or to become due under the mortgage or on the security thereof, and shall thereupon receive a full assignment and transfer of the mortgage together with all securities held as collateral to the mortgage debt.

**OTHER INSURANCE**

If there be other valid and collectible insurance upon the property with loss payable to the Mortgagee - at law or in equity - then any amount payable thereunder shall be taken into account in determining the amount payable to the Mortgagee.

**WHO MAY GIVE PROOF OF LOSS**

In the absence of the Insured, or the inability, refusal or neglect of the Insured to give notice of loss or deliver the required Proof of Loss under the policy, then the Mortgagee may give the notice upon becoming aware of the loss and deliver as soon as practicable the Proof of Loss.

**COVERAGE PERIOD**

The term of this Mortgage Clause coincides with the term of the policy.

PROVIDED ALWAYS that the Insurer reserves the right to cancel the policy as provided by Article 2477 of the Civil Code of Quebec, but agrees that the Insurer will neither cancel nor amend the policy to the prejudice of the Mortgagee without 15 days' notice to the Mortgagee by registered letter.

**TRANSFER OF TITLE**

Should title or ownership to said property become vested in the Mortgagee and/or assigns as owner or purchaser under foreclosure or otherwise, this insurance shall continue until expiry or cancellation for the benefit of the said Mortgagee and/or assigns.

SUBJECT TO THE TERMS OF THIS MORTGAGE CLAUSE (and these shall supersede any policy provisions in conflict therewith BUT ONLY AS TO THE INTEREST OF THE MORTGAGEE), loss under this policy is made payable to the mortgagee.





## APPENDIX D

### List of On-Campus and of Off-Campus Locations for Distribution of Publications in accordance with Article 13 of this Agreement

- The Publication, *Steps*, shall be distributed in specified locations on the Montreal campus in the following buildings:

- Leacock Bldg.            Ground Floor
- Arts Bldg.                Ground Floor

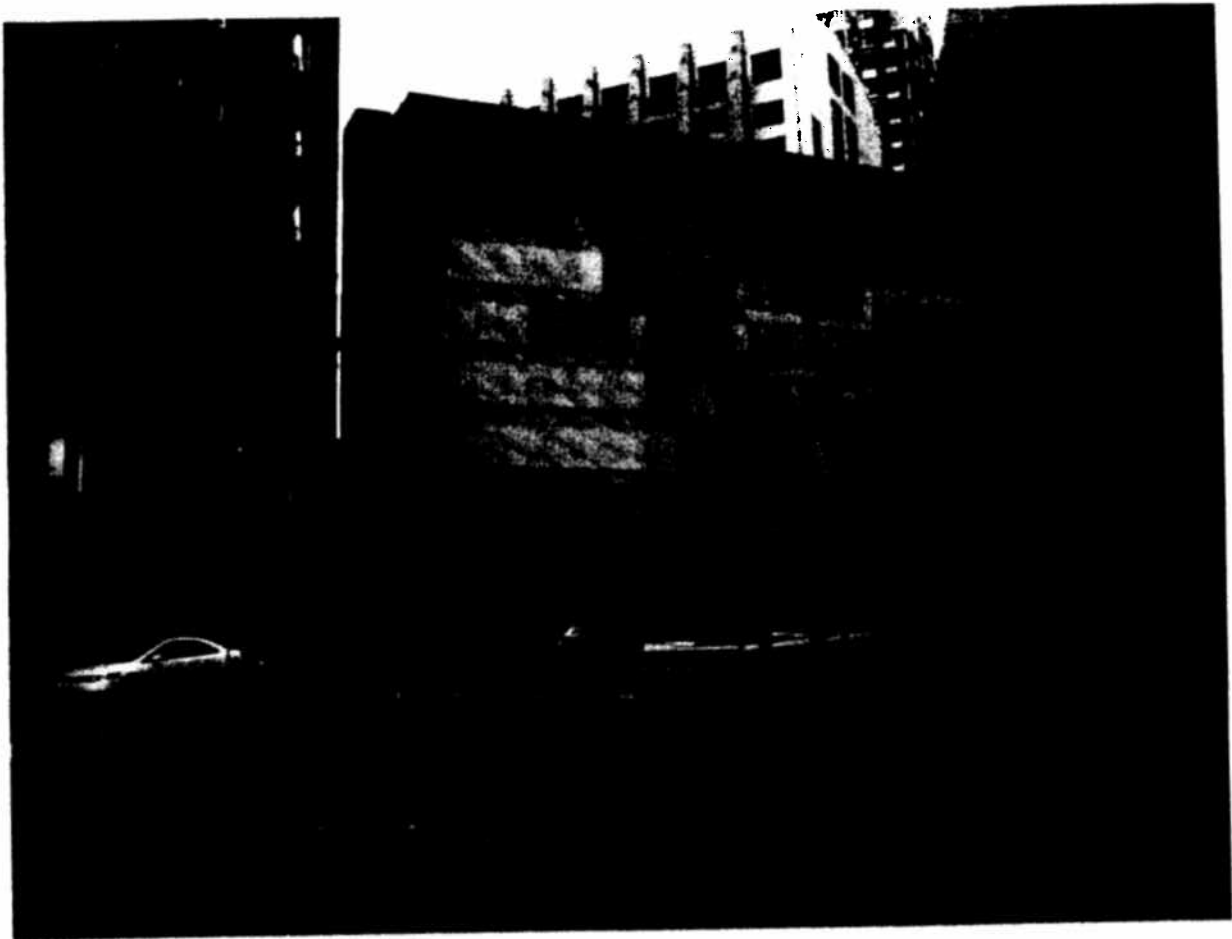
- The Publication *The Veg* shall be distributed in the AUS Lounge
- Neither Publication shall be distributed off-campus.
- Whether in hard copy or in electronic form the Publication shall include:

“This Publication is published by the Arts Undergraduate Society of McGill University, a student society at McGill University”. *The content of this publication does not necessarily represent the views of the Arts Undergraduate Society or of McGill University.*



STEPS MAGAZINE  
Rumours





CELESTE PANG

STEPS Magazine, Winter 2009: RUMOURS!

Editor-in-Chief: Anna Roth Trowbridge

Nonfiction Editor: Madeleine Ritts

Fiction Editor: Rosie Aiello

Poetry Editors: Sam Woodworth & Matthew Donne

Art & Design Editor: Kristin Li

'Awesome' Editors: Aya Tomioka & Caitlin Manicom

Web Editors: John McDonnell & Lily Pepper

Featured Artists: Lily Pepper and Kristin Li

Contributors:

Toby Houle, Matthew James, Alexander K. Legrain, Caitlin Manicom,  
Sarin Moddle, Jillian Oliver, Celeste Pang, Lucy Sutcliffe, Joseph Watts

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[www.stepsmagazine.ca](http://www.stepsmagazine.ca) • [stepsmagazine@gmail.com](mailto:stepsmagazine@gmail.com)

**The  
Veg**

*Happy Birthday Veg!*

**2**

literary magazine  
vol.3 no.1

# The Veg

LITERARY MAGAZINE

VOLUME 3 No. 1  
Fall 2009

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Laurie Drake

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**EDITOR EMERITUS:**  
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The promotion and study of literature today has become grossly one sided. The academic community and literati have become fixated on specific genres of literature and have thus ignored burgeoning movements with vast potential.

The Veg Magazine is dedicated to the promotion of the New Literary Underground movement and its community of writers. It is also a forum for up and coming writers to express themselves creatively, without any restrictions.

- The Editors

The Veg Literary Magazine is graciously funded by the Fine Arts Council (FAC) of McGill's Arts Undergraduate Society (AUS) and the Department of English Students Association (DESA). The views, interviews, and book reviews expressed in the magazine do not necessarily reflect the views of the FAC, DESA, or AUS.

**fac**

Send all submissions, questions, or concerns to [veg.magazine@gmail.com](mailto:veg.magazine@gmail.com). Join our facebook group to be kept to date on all submission deadlines and news related to the Veg.

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## APPENDIX E

### University space and/or facilities granted to the Association in accordance with Article 14.

- In accordance with article 14, the following space is granted to the Association for revenue-generating activities as follows:

#### **Leacock Bldg. 1<sup>st</sup> floor - SNAX [291 square feet]**

- The Association may operate a convenience counter, called SNAX, in the said location.

SNAX may sell only the following items: cold and hot beverages; dry food products, danishes, snacks products and candy products, frozen ice cream.

SNAX may not sell: - any kind of processed or prepared foods, such as sandwiches or any kind of hot food is authorized; computers and computer supplies; books; cigarettes or alcohol of any kind.

SNAX may not: introduce a banner as a concept or provide catering services of any kind.

AUS agrees to adhere to the principles of Environmental and Sustainability adopted by McGill University in its environmental policy. These principles include: the reduction in the use of energy and materials, the negotiation of environmentally-friendly purchasing contracts where feasible, and the principles of "rethink, reduce, reuse, recycle" with an emphasis on options to reduce and reuse.

- The Association may not contract for the management of SNAX to a third party (including the SSMU or the SCMU or any other student association) without the prior express consent of the University.
  - The Association shall not enter into any contracts related to the operation or management of the SNAX whose term is longer than the term of this present agreement.
  - The Association must receive the University's prior written approval from the Vice-Principal (Administration and Finance) for changes in the use of University space for these revenue-generating activities.
  - The Association shall conform to i) all federal and provincial laws and regulations, ii) municipal rules and regulations, iii) its charter documents, by-laws and constitution, and iv) all applicable university regulations and policies which apply to the use of the buildings.
  - The Association shall undertake no alternation to the premises without the express consent of the University and shall affix no new signs.
  - All costs related to the operation of the revenue generating activities shall be the sole responsibility of the Association.
  - All revenue-generating activities shall respect any University-wide agreements.

- For the term of the Agreement, the Association shall pay for the use of the space the following:

<b>Year</b>	<b>Sq.Ft.</b>	<b>Rate</b>	<b>Total Amount</b>
2010-2011	291	\$11.00/sq.ft	\$3201
2011-2012	291	\$12.00/sq.ft	\$3492
2012-2013	291	\$13.00/sq.ft	\$3783
2013-2014	291	\$14.00/sq.ft	\$4074
2014-2015	291	\$15.00/sq.ft	\$4365



## APPENDIX F

### University space and/or facilities granted to the Association in accordance with Article 15.

1. In accordance with article 15.1, the University grants the Association the following rooms at no charge. The rooms shall constitute an office from which to conduct its activities and shall constitute the Association's principal premises.

Leacock B-12B (Office)

2. In accordance with article 15.2, the University further grants to the Association the use of the following University space and/or facilities at no charge for the term of this Agreement and for the stated purpose:

Leacock B-12 (Lounge)  
B-46 for Storage

No other space is allocated for the Association under this Agreement.

3. It is understood that certain departmental associations have been allocated space for their activities. Space so allocated by various departments to departmental associations is done at the discretion of the Chair and on a year-to-year basis only.
4. All requests by the Association for space or for the re-allocation of space shall be submitted for approval directly to the Deputy-Provost (Student Life and Learning). Space may be re-allocated by the University at any time.

## Appendix G

In accordance with Article 6, the following lists the recognized clubs of the Association.

Those clubs or groups listed below having the name "McGill" in their names are permitted to continue to use the name McGill in their names as appearing below and only for the stated activity.

Club email addresses may only take the form : clubinitials.aus@mail.mcgill.ca

Any changes to the list (including any additions or deletions), to the name of a club, or to its activity shall be brought to the University's attention and shall be confirmed by the the Deputy Provost. McGill reserves the right to withdraw its permission for any club at any time and for whatever reason.

<b>CLUB NAME</b>	<b>DESCRIPTION OF ACTIVITY</b>
McGill African Studies Students Association (MASSA)	<b>Departmental Association</b>
McGill Anthropology Students' Association (MASA)	<b>Departmental Association</b>
McGill Art History Students' Association (MAHSA)	<b>Departmental Association</b>
McGill Bachelor of Arts Science Integrated Council (mBASiC)	<b>Departmental Association</b>
McGill Canadian Studies Association of Undergraduate Students (mCSAUS)	<b>Departmental Association</b>
McGill Caribbean, Latin American Studies and Hispanic Studies Students' Association (mCLASHSSA)	<b>Departmental Association</b>
McGill Classical Studies Association (mCSA)	<b>Departmental Association</b>
McGill Department of English Students' Association (mDESA)	<b>Departmental Association</b>
McGill East Asian Studies Students' Association (mEASSA)	<b>Departmental Association</b>
McGill Economics Students' Association (mESA)	<b>Departmental Association</b>
McGill History Students' Association (mHSA)	<b>Departmental Association</b>
McGill Humanistic Studies Students' Association (mHSSA)	<b>Departmental Association</b>
McGill Industrial Relations Association (MIRA)	<b>Departmental Association</b>
McGill International Development Studies Students' Association(mIDSSA)	<b>Departmental Association</b>

McGill Jewish Studies Students' Association (mJSSA)	<b>Departmental Association</b>
McGill Environment Students' Society (MESS)	<b>Departmental Association</b>
McGill Middle East Studies Students' Association (MESSA)	<b>Departmental Association</b>
McGill Psychology Students' Association (MPSA)	<b>Departmental Association</b>
McGill Undergraduate Geography Society (MUGS)	<b>Departmental Association</b>
McGill Philosophy Students' Association (MPSA)	<b>Departmental Association</b>
McGill Political Science Students' Association (MPSSA)	<b>Departmental Association</b>
McGill Religious Studies Undergraduate Society (MRSUS)	<b>Departmental Association</b>
Society of Linguistics Undergraduates of McGill (SLUM)	<b>Departmental Association</b>
McGill Sociology Students' Association (MSSA)	<b>Departmental Association</b>
McGill Society of Undergraduate Mathematics Students (MSUMS)	<b>Departmental Association</b>
McGill Women's Studies Students Association (MWSSA)	<b>Departmental Association</b>
McGill German Studies Students Association (MGSSA)	<b>Departmental Association</b>
Arts Undergraduate Society Fine Arts Council (ausFAC)	Special interest club of the AUS supporting Fine Arts initiatives by Arts Undergraduate Students
Arts Undergraduate Society Environment Council (ausEC)	Special interest club of the AUS supports green initiatives of the AUS and undertakes green awareness for Arts Undergraduates
Arts Undergraduate Theatre Society (AUTS)	Special interest club of the AUS that puts on an annual musical theatre performance for and with Arts Undergraduates

In addition, an e-mail address, in the form of [position.aus@mail.mcgill.ca](mailto:position.aus@mail.mcgill.ca) shall be assigned to the following Association Executives:

- President
- Academic
- Communications
- Events
- External
- Finance
- Internal

